

**TOWN OF LUNENBURG
MASSACHUSETTS**

**CONTRACT DOCUMENTS
FOR**

COMPLETE STREETS PROJECT – THREE LOCATIONS
CONTRACT NO. 21-001

Bid Opening Date: April 1, 2021, at 10:00 A.M.

**TOWN OF LUNENBURG
OFFICE OF THE TOWN MANAGER
17 MAIN STREET
LUNENBURG, MA 01462
(978) 582-4144
hlemieux@lunenburgonline.com**

Important Notice to Bidders: All bidders must be pre-qualified by the Massachusetts Department of Transportation (MassDOT) as follows. The MassDOT Prequalification Office will provide the Town with an official, and a waiver, contractor bid list for all contractors prequalified in the specified class of work within the parameters of this project. Only those bidders listed in the official or waiver contractor lists issued by the MassDOT Prequalification Office will be allowed to submit a bid. **Contractors submitting bids must perform at least 50% of the work outlined in the bid documents.**

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SECTION 00020

INVITATION TO BID

Sealed bids for furnishing the following ITEM will be received at the Office of the Town Manager, 17 Main Street, Lunenburg, MA, 01462, until the time specified below at which time the bids will be publicly opened and read:

ITEM

BID OPENING

Bid: Complete Streets Project – Three Locations
Contract No. 21-001

April 1, 2021, 10:00 AM

The work consists of sidewalk construction and related work at three locations along Main Street within The Town of Lunenburg, as directed by the Town Manager. The three locations are as follows:

- Main Street at Massachusetts Avenue
- Main Street at Memorial Drive
- Main Street at Oak Avenue and Highland Avenue

Scope of work includes, but not limited to, installation of new granite curbing, reconstruction of cement concrete sidewalks, ADA/AAB compliant pedestrian curb ramps and driveway aprons, signing, pavement markings, and related work as directed by the Town Manager or DPW Director.

It is anticipated that the work to be done under this contract shall be completed, including all punch list items by July 1, 2021.

Contract Documents may be viewed as a Portable Document Format (PDF) file free of charge or downloaded for a fee at www.accentblueprints.com. Copies may be obtained by completing an order online or by calling 978-362-8038 with payment for each set. Completed orders may be picked up at the offices of Accent Printing located at 75 Third Avenue, Waltham, MA 02451 (781-487-9300) or 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable.

Contract documents may be reviewed at the Town of Lunenburg website.

Bids will be opened at the Office of the Town Manager on **Thursday, April 1, 2021 at 10:00 AM** at Town Hall, 17 Main Street, Lunenburg, MA, 01462. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

All bidders must be pre-qualified by the Massachusetts Department of Transportation as follows. The MassDOT Prequalification Office will provide the Town with an official, and a waiver, contractor bid list for all contractors prequalified in the specified class of work within the

parameters of this project. Only those bidders listed in the official or waiver contractor lists issued by the MassDOT Prequalification Office will be allowed to submit a bid.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. c.30, § 39M, as amended. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

There will be no pre-bid meeting for this project.

The successful bidder must furnish a 100% Performance Bond and a 100% Payment Bond in the contract sum with a corporate surety approved by the Owner (Town of Lunenburg). Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder. **Contractors submitting bids must perform at least 50% of the work outlined in the bid documents.**

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bids. The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

Town of Lunenburg

Heather R. Lemieux
Town Manager

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Lunenburg, Massachusetts, herein called the Town, acting by and through its Town Manager, will receive sealed Bids for the project known as **Complete Streets Project – Three Locations – Contract No. 21-001.**

General bids shall be enclosed in a sealed envelope and addressed to Office of the Town Manager, 17 Main Street, Lunenburg, MA, 01462 (Address) and endorsed, on the outside of the envelope, “**Complete Streets Project – Three Locations – Contract No. 21-001**” If the bid envelope will be mailed, the envelope must be enclosed within a second sealed envelope for delivery. Bids will be received at the Office of the Town Manager until 10:00 AM prevailing time, on Thursday, April 1, 2021 at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The work to be done under this contract shall be in accordance with these specifications and includes sidewalk, and driveway improvements at three locations along Main Street within the Town of Lunenburg, Massachusetts, and as directed by the Town Manager or DPW Director.

The limits are noted on the contract plans. The proposed work will include construction of cement concrete sidewalk, granite curbing, ADA/AAB conforming pedestrian curb ramps and driveway aprons, minor drainage improvements, signing, pavement markings and all incidental work.

Additional drawings, specifications, or other requirements, or responses to written questions of bidders submitted during the bid phase may be furnished by written addendum to the bid and contract documents from time to time during the bidding period by the Town or its Architect/Engineer and shall then become a part of the bid/Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as specified in and reasonably inferable from the Contract Documents.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item. All quantities are approximate and do not expressly or by implication agree that the actual quantities will correspond therewith, but the Town reserves the right to increase or decrease the quantity. An increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the unit prices.

It is encouraged that bidders visit the sites prior to submitting a bid. Bidders may contact the Owner at the following address and phone number in order to arrange date and time to visit project site:

Office of the Town Manager
17 Main Street
Lunenburg, MA 01462
Attn: Heather Lemieux
Tel: (978) 582-4144

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must filled in, in ink or typewritten, in both words and figures.

Failure to complete the bid form adequately may result in the disqualification of the bidder. The foregoing notwithstanding, the Town reserves the right, to the extent permitted by law, to waive any informalities in the bidding.

Each bid must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope addressed as specified in Receipt and Opening of Bids, above.

All bids shall be accompanied by a bid deposit in the form of a Bid Bond, duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts, or cash, or a certified check, treasurer's or cashier's check issued by a responsible bank or trust company to the Town of Lunenburg. The amount of such bid deposit shall be 5% of the value of the bid total or for each particular bid item where applicable and shall be enclosed in the sealed envelope containing the bid.

Each such Bid Bond, cash or check may be held by the Town as security for the fulfillment of the bidder's agreements as herein above set forth and as set forth in the bid. Should the bidder fail to fulfill such agreements in his bid, the check or cash shall become the property of the Town, or if a Bid Bond was furnished, the Bid Bond shall become payable to the Town as liquidated damages; otherwise, the bid security shall be returned to the Bidder.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts. The foregoing notwithstanding, the Town reserves the right, to the extent permitted by law, to waive any informalities in the bids.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid deposit/security shall be placed in the envelope containing the bid.

Bid signatures will be checked.

All addenda, if any, will be sent via e-mail to all prospective bidders who have obtained bid documents. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. The communication must be submitted in a sealed envelope in the same manner as the bid, except that the endorsement on the bid envelope shall also state that the communication is a modification of the previously submitted bid.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Town's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The Town may make such investigations as it deems necessary, and the bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

Addenda may be issued during the bidding period to modify, clarify, or interpret the Specifications and Contract Documents, or for any other appropriate reason. It is intended, but not guaranteed, that such Addenda shall be emailed by the Awarding Authority to all persons or parties to whom Bid and Contract Documents have been issued (Bidders of Record). Failure to receive such Addenda shall in no way relieve any bidder from the execution of its provisions. All bidders are cautioned to verify the number of Addenda that have been issued and to secure any needed copies before submitting a bid. It is solely each bidder's responsibility to contact the Town prior to submitting a bid to ensure that it has received all addenda.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by written addenda is given informally and shall not be relied upon by the bidder and shall not be used as the basis of a claim by the bidder against the Town.

Every request regarding the bid/contract documents, including but not limited to a request for interpretation of such documents, must be in writing addressed to Heather Lemieux at hlemieux@lunenburgonline.com, and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all responses to such requests, including any interpretations and any supplemental instructions, if given, will be in the form of written addenda which, when issued, will be emailed to all prospective bidders (at the respective address furnished by them for such purposes).

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. Each bidder is responsible to contact the Town before submitting its bid to ensure that it has received all addenda. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a performance bond and payment bond as security, respectively, for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract as specified in Section 0700, GENERAL CONDITIONS included herein each in the amount equal to 100 percent of the bid price. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Town. The bonds shall remain in force for one year after final acceptance of the work by the Town, unless the Town, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable federal, State and local laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project and the construction contract shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

12. Project Inspection:

The Contractor shall make the project site and all project records available to the Department of Public Works staff, or their representative, for review at all times during the course of the project. The Lunenburg Department of Public Works staff will periodically monitor the progress of work for its own benefit, and not for the benefit of the Contractor, to ensure that the project is proceeding substantially as defined in the Scope of Work/Project Schedule sections of the executed Agreement. This monitoring is not intended to relieve, and under no circumstances shall it relieve, the contractor of its responsibility to perform its work in accordance with the Contract Documents and applicable federal, state, and local law and regulations.

13. Project Audit Provisions:

The contractor(s) shall maintain all books, records, documents, and other evidence directly related to the performance of all work for the project in accordance with generally accepted professional practice and appropriate accounting procedures and practices. The Contractor(s) shall also maintain the financial information and data used by the Contractor(s) in the preparation or support of project invoices and associated progress reports prepared in connection with the project.

14. OSHA Certification under Chapter 30 of the General Laws:

The Contractor shall be required to make, among other certifications required by law, the OSHA certification required by G.L. c. 30, § 39S, as follows:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

15. Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after presentation thereof by the Town, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder.

16. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

17. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from certain sources at present available to the Town. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or grounds for any claim or demand against the Town or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents or G.L. c. 30, § 39N.

18. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Town, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Town and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

19. Right to Reject Bid

The Town reserves the right to waive any informalities in bids and to reject any and all bids, should the Town deem it to be in the public interest to do so.

The Town may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and for any reason permitted by law.

20. Time for Completion

The successful general bidder must agree to commence work on the date specified in the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

21. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the written words shall govern.

22. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

A Performance Bond and Payment Bond in the amount of One Hundred (100%) percent of the annual contract price will be required for the faithful performance of the Contract. The Contractor shall obtain and submit the bonds within ten (10) calendar days after notification of the bid award. The successful bidder's Bid Bond shall not be released until such time the Performance and Payment Bonds have been posted. Within seven (7) working days of receipt of acceptable Performance and Payment Bonds and Agreement signed by the Contractor, the Town shall sign the Agreement and return to such party an executed duplicate of the Agreement.

23. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30 Section 39M, as amended, need not be accepted and the Town may reject every such bid.

24. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract. State schedules of Prevailing wage rates are included in "Attachment A" of the contract documents.

25. Contractor Records

The Contractor shall, in addition to any other requirements in the Contract Documents concerning the keeping of records, comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

26. Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions and in such form as shall protect him performing work covered by this Contract, and the Town of Lunenburg and its employees, agents, officials, and engineering consultant, from all claims a liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town of Lunenburg and WorldTech Engineering, LLC shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

27. Project Manager

In addition to a project Architect/Engineer, the Town may utilize the services of a project manager for the Town's, not the Contractor's benefit, whose duties shall be as set forth in the Agreement for Project Manager Services.

A contact person must be designated by the Contractor upon award of the Contract who will be accessible to the Town on a twenty-four hour per day basis for the duration of the construction period.

28. Payroll

Payroll Records, Labor, Maximum Hours of Employment: Every employee in public work shall lodge, board and trade where and with whom he elects; and no persons or his agents or employees under Contract with the Commonwealth, a county, Town or with a department, board, commission or officer acting therefore, for the doing of public work, shall directly or indirectly require as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person (Chapter 149, Section 25 of the General Law).

No laborer, workman, mechanic, foreman or inspector working within this Commonwealth, in the employee of the Contractor, Sub-contractor or other persons doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be required or permitted to work no more than eight (8) hours in any one day or no more than 48 hours in any one week, or no more than six (6) days in any one week, except in cases of emergency, or in case any Town subject to Section 149 of the General Laws is a party to such a Contract, more than eight (8) hours in any one day, except as aforesaid. The Owner or the Contractor or any Subcontractor may employ laborers, work-men, mechanics, foreman and inspectors for more than eight (8) hours in any one day in the work to be done or under Contract when in the opinion of the Commissioner of Labor and Industries, public necessity so require. (Chapter 149, Section 34 of the General Laws, as amended). Attention of Bidders is called to Section 148 of Chapter 149 of the General Laws and amendments thereof requiring the weekly payment of employees.

Upon request of the Engineer of the Massachusetts Department of Labor and Industries, the Contractor shall furnish certified copies of any or all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said works, and the hours worked by, and the wages paid each such employee. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the work. This requirement shall also apply to the work of any Sub-contractor having a Subcontract for any of the work performed on the project. Such records shall be kept in such manner as the Commissioner of Labor and Industries shall prescribe and shall be open to inspection by the Town Manager or his/her designee or any authorized representative of the Department of Labor and Industries at any reasonable time and as often as may be necessary.

29. Buy American

The Contractor agrees that preference will be given to domestic construction material by the Contractor, Subcontractor, material men, and suppliers in the performance of this Contract.

30. Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future Federal, State and Local Laws, ordinances, rules and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report to the Town in writing before it submits its bid to the Town, failing which the consequences of any such discrepancy or inconsistency shall be borne solely by the bidder if it is selected as the successful bidder. The Contractor shall at all times observe and comply with, and cause all his agents, servants and employees to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements and he shall protect, indemnify and save harmless the Town, its officers, agents, servants, employees and the Town Manager or his/her designee from and against any and all claims, demands, suits, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fee, arising from or based upon any violation or claimed violation of any such law, ordinance, rule regulation, order, decree or other requirements, whether committed by the Contractor or any of his agents, servants or employees.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between applicable provisions of the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

31. Massachusetts Sales and Use Tax

Materials and supplies to be used in the work of this contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts to the extent provided by Chapter 64H, Section 6(f) of the General Laws. The Contractor shall obtain proper certificates, maintain the necessary records and otherwise comply with the requirements of Chapter 14 of the Acts of 1966 and any amendments thereto. Each Bidder shall take this exemption into account in calculating his Bid for the Work.

32. Method of Payment to Contractor

The Town, so long as the Contractor continues to carry on the Work, shall make monthly payments therefore as follows, subject to G.L. c. 30, § 39G: Each month prior to the completion of the work done to date of the estimate and thereupon the Town shall deduct such estimate five percent (5%) thereof, and shall pay the balance of such estimate to the Contractor. Thirty (30) days after the satisfactory completion of the Work as determined by the Town Manager or his/her designee, the Town shall pay the Contractor the final amount due and remaining to be paid under this Contract, deducting from said amount and keeping for its own, any expense incurred by the Town on account of defects, omissions or mistakes of the Contractor in his Work, and for any other reason permitted by the Contract Documents and law. Provided, however, that no final payment shall be made until all liens and claims against the Town and its officers, due to the work, are satisfied.

33. Patented Devices, Materials and Processes

It is mutually understood and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the rights for such use shall be provided for by suitable legal agreement with the patentee or owners.

34. Utility Company Coordination

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately-owned utilities of his intention to commence operations affecting such utilities at least one (1) month in advance of the commencement of such operations that may affect their utilities and the Contractor shall at the same time file a copy of such notice with the Town Manager, or his/her designee.

35. Contractor Parking

The Project Area is densely populated. Therefore, the Contractor and his employees and subcontractors and their employees shall not park personal vehicles within the project limits at each location.

36. Dig Safe

The Contractor shall notify "Mass. Dig Safe" and procure a DIG SAFE number of each location in advance of starting any construction.

"DIG SAFE" Call Center: Telephone 1-888-344-7233.

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder") *

(____) a corporation, organized and existing under the laws of the state of _____.

(____) a partnership

(____) a joint venture

(____) an individual
doing business as _____

To the Town of Lunenburg, Massachusetts (hereinafter called "Town").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **Complete Streets Project – Three Locations – Contract No. 21-001**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" issued by the Town, and to anticipate that the work under this contract will be completed by July 1, 2021, including final hot mix asphalt paving, sidewalks and pavement markings, slope blending, loam and seed, and final punch list items and cleanup. Contact extension shall be at the discretion of the Town Manager.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of, and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) BID SCHEDULE

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
102.1	50	TREE TRIMMING AT PER FOOT				
120.1	200	UNCLASSIFIED EXCAVATION AT PER CUBIC YARD				
151.	150	GRAVEL BORROW AT PER CUBIC YARD				
170.	525	FINE GRADING AND COMPACTING - SUBGRADE AREA AT PER SQUARE YARD				
464.	2	ASPHALT EMULSION FOR TACK COAT AT PER GALLON				
472.	2	ASPHALT MIXTURES FOR TEMPORARY WORK AT PER TON				
482.3	900	SAWCUTTING ASPHALT PAVEMENT AT PER FOOT				
482.4	50	SACUTTING PORTLAND CEMENT CONCRETE AT PER FOOT				
504.	500	GRANITE CURB TYPE VA-4 - STRAIGHT AT PER FOOT				
504.1	150	GRANITE CURB TYPE VA-4 - CURVED AT PER FOOT				
509.	250	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT AT PER FOOT				
509.1	150	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - CURVED AT PER FOOT				

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
580.	50	CURB REMOVED AND RESET AT PER FOOT				
594.	650	CURB REMOVED AND DISCARDED AT PER FOOT				
697.1	10	SILT SACK AT PER EACH				
701.	350	CEMENT CONCRETE SIDEWALK AT PER SQUARE YARD				
701.1	25	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS AT PER SQUARE YARD				
701.2	200	CEMENT CONCRETE PEDESTRIAN CURB RAMP AT PER SQUARE YARD				
702.	5	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY AT PER TON				
715.	2	RURAL MAIL BOX REMOVED AND RESET AT PER EACH				
748.	1	MOBILIZATION AT PER LUMP SUM				
751.	15	LOAM BORROW AT PER CUBIC YARD				
765.	450	SEEDING AT PER SQUARE YARD				
767.6	15	AGED PINE BARK MULCH AT PER CUBIC YARD				

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
824.01	1	RECTANGULAR RAPID FLASHING BEACON (SOLAR) - LOCATION 1 AT PER LUMP SUM				
832.	100	WARNING - REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A) AT PER SQUARE FOOT				
847.1	12	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL AT PER EACH				
852.	125	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT PER SQUARE FOOT				
854.1	325	PAVEMENT MARKING REMOVAL AT PER SQUARE FOOT				
859.	3,000	REFLECTORIZED DRUM AT PER DAY				
860.112	775	12 INCH REFLECTORIZED WHITE LINE (PAINTED) AT PER FOOT				
874.	4	STREET NAME SIGN AT PER EACH				
874.2	5	TRAFFIC SIGN REMOVED AND RESET AT PER EACH				
874.41	12	TRAFFIC SIGN REMOVED AND DISCARDED AT PER EACH				
999.	1	POLICE DETAIL AT <u>Twenty Thousand Dollars and Zero Cents</u> ALLOWANCE	\$20,000.00		\$20,000.00	
		BID TOTAL:				

The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract Bid price:

In figures: \$ _____.

In words: _____
_____.

The above bid prices include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, and all such labor etc. specified in and reasonably inferable from the Contract Documents.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended. The Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, and if an award of a contract is made within such period and its bid is one of the three lowest bids received by the Town, it shall not withdraw its bid until a contract has been signed by the Contractor and the Town. Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security shall become the property of the Town in the event the contract and bonds are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS and Section 00800 SUPPLEMENTAL CONDITIONS of the specifications.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done and give references that will enable the Town to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify, defend and save harmless the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned certifies under penalty of perjury that the below named Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(Town and State)

(Telephone Number)

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____
as Surety, are hereby held and firmly bound unto the Office of the Town Manager, Town of
Lunenburg, Massachusetts as OWNER in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to the
Office of the Town Manager, Lunenburg, MA, a certain BID, attached hereto and hereby made a
part hereof to enter into a contract in writing, for:

Complete Streets Project – Three Locations – Contract No. 21-001.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its BOND shall be in no way impaired or affected by any extension of the time within which the
Town may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

SECTION 00420

NOTICE OF AWARD

To: _____

Project Description: **Complete Streets Project – Three Locations**
Contract No. 21-001
OFFICE OF THE TOWN MANAGER
LUNENBURG, MA

The Town has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted at the Bid price of:

\$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and furnish said Bonds within the ten (10) calendar days from the date of this Notice, your Bid Security shall be forfeited to the Owner. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this _____ day of _____, 2021.

Office of the Town Manager
Lunenburg, Massachusetts (OWNER)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20__.

By _____

Title _____

END OF SECTION

SECTION 00500

TOWN OF LUNENBURG

Contract # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Lunenburg,
17 Main Street, Lunenburg, MA 01462 (the “Town”), and

[“Contractor”]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security -

4.1 Contractor must provide security in the form of a bond in the amount of \$ _____, conditioned upon the faithful performance of this Contract and \$_____ conditioned on the payment of subcontractors.

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail

postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Lunenburg shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and

- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.
- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Lunenburg unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Lunenburg shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Lunenburg as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Lunenburg shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

SUPPLEMENT “C”

[] CONSTRUCTION

SUPPLEMENT “C” - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Lunenburg “Contract and General Conditions” and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
 - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
 - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest solely with the Town’s Project Representative (herein after “Project Representative”) as to its acceptability.
4. Change Orders:
 - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.
 - 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.

5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.
6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent Director and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction Director, foreman, or assistants are unacceptable to the Town, then upon seven days' notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days' written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
12. Inspection by the Town's Project Representative

- 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
- 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.
13. Decisions of the Project Representative
 - 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
 - 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
 - 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.
- 14.1 Use of Premises by the Contractor:
 - 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
 - 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work “broom-clean”, or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

16.1 In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.

16.2 In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.

16.3 The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor’s performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days’ written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall, before the first application for payment, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.
- 17.2. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
 2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5 percent (5 %);
 3. Subtract the aggregate of previous payments made by the Town; and
 4. Subtract amounts, if any, for which the Town has withheld or nullified a Certificate for Payment as provided in Section 18, below.

18. Withholding of Payments

- 18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Lunenburg from loss on account of:
 - 18.1.1. Defective work not remedied.
 - 18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5. Damage to another contractor.

18.1.6. Delays resulting in liquidated damages.

18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

19.1 All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

19.2 The limit of liability of the Town under this Agreement is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall have no claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. Except as otherwise provided by applicable law, the Contractor's sole remedy for such delay shall be for a claim for an extension of time for contract performance.

21. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the Contractor will pay the Town as liquidated damages representing an estimate of delay damages to which the Contractor agrees by entering into this Contract, not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The Town may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

22. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

23. Separate Contracts:

- 23.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- 23.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.
- 23.3. To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

24. Subcontracts:

- 24.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.
- 24.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 24.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

25. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

26. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents. The Contractor's insurance shall include:

Excess Liability	(Umbrella)	\$3,000,000
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Excess Liability (Umbrella) Insurance (Subcontractors) \$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.

26.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

27. Protective Liability Insurance:

27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

27.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract documents.

27.4 The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

- 29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.
- 29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.
- 29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Lunenburg:

The Contractor by:

Town Manager/CPO Date

Signature Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

.....
.....
.....
.....
.....
.....

Name

Federal Tax ID # or Social Security #

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

**CONTRACT CHECKLIST
(FOR TOWN USE)**

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Good Faith and Non-collusion
3. Insurance Certificate
(showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Tax Compliance
5. Signed by Contractor
 - Matches certification by Corp officer of authority.
6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: _____
Signature

Name, Title

FORM W9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION 00610

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called “Principal” and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City / Town) (State)

_____ hereinafter called the "Surety" and licensed by the State Division
of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and
firmly bound to the Town of Lunenburg, Massachusetts, hereinafter called "Town", in the sum of

_____ Dollars

(\$ _____) in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Town, dated the _____ day of _____, 2021
(the “Construction Contract”), for the construction described as follows:

Complete Streets Project – Three Locations – Contract No. 21-001

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of the Construction Contract during
the original term thereof, and any extensions thereof which may be granted by the Town, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under the
Construction Contract, and shall fully indemnify and save harmless the Town from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town
all outlay and expense which the Town may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety’s obligation under this Bond shall arise after (1) the
Town has declared the Principal in default of the Construction Contract or any provision thereof
or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the
work consistent with, and in conformance to, the Construction Contract (collectively referred to
as a “Contractor Default”). The determination of a Contractor Default shall be made solely by the
Town. The Town need not terminate the Construction Contract to declare a Contractor Default or
to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Town, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Town, in a manner and at such time as the Town shall decide, for all costs and expenses incurred by the Town in performing and completing the work of the Construction Contract. Surety will keep Town reasonably informed of the progress, status and results of any investigation of any claim of the Town.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Town shall be entitled to promptly enforce any remedy available to the Town notwithstanding any defenses or objections raised by the Principal.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original,

this the _____ day of _____, 2021.

ATTEST:

_____		_____
(Principal Secretary)	By	Principal

		(Address-Zip Code)

_____	(SEAL)
Witness as to Principal	

(Address-Zip Code)	

ATTEST:

_____		_____
	By	Surety

		(Attorney-in-Fact)

		(Address-Zip Code)

_____	(SEAL)
Witness as to Surety	

(Address-Zip Code)	

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00620

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety) (City / Town)

State of _____ hereinafter called the "Surety" and licensed by the State
(State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of _____, Massachusetts, hereinafter called

"Town", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Town,

dated the _____ day of _____, 20____, for the construction as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of

which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

_____ (Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00680

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: **Complete Streets Project –
Three Locations
Contract No. XXXXX
LUNENBURG, MA**

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2021 on or before _____, 2021 and you shall fully complete the Work by July 1, 2021, with a contract extension at the discretion of the Town Manager.

Office of the Town Manager
Lunenburg, Massachusetts

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

By: _____
this the _____ day
of _____, 20____
By: _____
Title: _____

SECTION 00700

GENERAL CONDITIONS

- ARTICLE 1 - GENERAL PROVISIONS
- ARTICLE 2 - ADMINISTRATION OF THE CONTRACT
- ARTICLE 3 - TOWN
- ARTICLE 4 - CONTRACTOR
- ARTICLE 5 - SUBCONTRACTORS
- ARTICLE 6 - CONSTRUCTION BY TOWN OR BY SEPARATE CONTRACTORS
- ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS
- ARTICLE 8 - TIME
- ARTICLE 9 - PAYMENTS AND COMPLETION
- ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY
- ARTICLE 11 - INSURANCE AND BONDS
- ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK
- ARTICLE 13 - MISCELLANEOUS PROVISIONS
- ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT
- ARTICLE 15 - MEDIATION
- ARTICLE 16 - ARBITRATION

ARTICLE 1 - GENERAL PROVISIONS

§ 1.1 DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Town-Contractor Agreement, the Conditions of the Contract (General, Supplemental and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all applicable laws, ordinances and regulations. A Modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order signed by both parties, (3) a Construction Change Directive issued by the Town or (4) a written order for a minor change in the Work issued pursuant to Paragraph 7.4. The Contract Documents also include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, and any other documents specifically enumerated in the Town-Contractor Agreement.

In the event of a conflict among the Contract Documents, the conflict shall be resolved by applying the principles outlined in paragraphs 1.2.2-1.2.11, and if that does not resolve the conflict, by applying the following methods in the following order until the conflict is resolved: (1) interpreting the Contract Documents such that the Town receives the best quality and greatest quantity of goods and services; and (2) interpreting the Contract Documents by giving precedence to the various Contract Documents according to the following order of precedence: first – Modifications; second – Agreement; third – Addenda; fourth – Supplemental General Conditions; fifth – General Conditions; sixth - specifications; seventh – Drawings. In the event of a conflict or inconsistency between the Contract Documents and any applicable state or federal law, the applicable statutory provisions shall prevail.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. All Work mentioned or indicated in and reasonably inferable from the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

§ 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

§ 1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

§ 1.1.5 OR EQUAL

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Town, are equal in quality, durability, appearance, strength, design and performance

to the articles or materials named or described and will perform adequately in providing a first-class facility.

When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor shall clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the Town and the installation of the article shall not proceed without first obtaining said approval.

§ 1.2 EXECUTION, CORRELATION, AND INTENT

§ 1.2.1 The Contract Documents shall be signed in not less than quadruplicate by the Town and Contractor.

§1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

§1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.6 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of first-class quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§1.2.9 The Town and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are also provided by statute, notwithstanding the fact that they are not specifically enumerated herein. Accordingly, any provisions required by statute to be included in this contract shall be deemed to be so included as though fully set forth herein. However, compliance with a statute does not diminish the Contractor's responsibilities hereunder.

§ 1.2.10 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.10.1 Where the terms “necessary,” “as directed,” “when directed,” “satisfactory,” “good and sufficient,” “approved,” or other general qualifying terms are used on the Drawings, they are deemed to be followed by the words “in the opinion of the Architect/Engineer” or “by the Architect/Engineer” as the case may be.

§ 1.2.10.2 The terms “approval,” “approved,” “approved equal,” “or equal,” or “other approved” mean as approved by the Architect/Engineer.

§ 1.2.10.3 Where reference is made to ASTM Specifications, it shall mean the standard specific specifications of the American Society for Testing and Materials of the most recent designation.

§ 1.2.10.4 Where reference is made to Specifications, Standards or requirements of A.S.M.E. or A.S.H. & V.E., they shall mean respectively those American Society for Mechanical Engineers and the American Society for Heating and Ventilating Engineers and shall be from the latest editions.

§ 1.2.10.5 Any material specified by reference to the number, symbol, or title of a specific standard, such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date indicated on the specifications, except as limited, or modified in such reference. Where compliance with two or more industry standards or set of requirements is specified and overlapping of those different standards or requirements established different or conflicting minimums or level of quality, the most stringent requirements is intended.

§ 1.2.10.6 The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. These standards are not furnished to the Contractor for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contractor shall make himself aware of the contents of such documents and furnish the field office with one full set of each.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.

§1.3 OWNERSHIP AND USE OF DOCUMENTS

§ 1.3.1 All Drawings, Specifications and copies thereof furnished by the Town are and shall remain the Town's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Town. With the exception of one contract set for each party to the Contract, such documents are to be returned to the Town at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

§ 2.1 TOWN'S REPRESENTATIVE

§ 2.1.1 The Architect/Engineer has been the designated representative of the Town to help administer the Contract and visit the site at intervals appropriate to the stage of construction to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town may also retain a separate Project Manager and/or Resident Project Representative (RPR), who shall work alongside the Architect/Engineer in the administration of the Contract and shall also be considered the Town's Representatives.

§ 2.1.1.1 The Architect/Engineer shall be the initial interpreter of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect/Engineer shall render written or graphic interpretations necessary for the proper execution and progress of the Work with reasonable promptness on request of the Contractor, in accordance with § 2.1.4. The Town shall be the final interpreter of all matters.

§ 2.1.2 The Architect/Engineer, Resident Project Representative, and Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access, so the Town may perform its functions under the Contract Documents.

§ 2.1.3 Based on his observations and an evaluation of the Contractor's Applications for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Article 9.

§ 2.1.4 The Architect/Engineer will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

§ 2.1.5 The Architect/Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Section 13.5.2 whether or not such Work be then fabricated, installed or completed. Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the Work and the Town's property.

§ 2.1.6 The Architect/Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design of the Work and with the information given in the Contract Documents. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.7 The Architect/Engineer will prepare Change Orders in accordance with Section 7.1 herein and will have authority to order minor changes in the Work as provided in Section 7.3.

§ 2.1.8 The Architect/Engineer will conduct inspections to determine the date of Substantial Completion and Final Completion, will review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Section 9.9.

ARTICLE 3 - TOWN

§ 3.1 DEFINITION

§ 3.1.1 The Town or Owner is the person or entity identified as such in the Town-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 3.2 INFORMATION AND SERVICES REQUIRED OF THE TOWN

§ 3.2.1 The Town may, upon written request of the Contractor, furnish available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, if any, and a legal description of the site. The Town makes no warranties as to the accuracy or completeness of information furnished by the Town. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 3.2.1.1 Through the Architect/Engineer and through the Contract Documents, the Town shall furnish surveys and establish information for locating the principal component parts of the Work. From the information provided, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall employ, at its expense, a competent surveyor, registered in the Commonwealth of Massachusetts to perform such duties. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

§ 3.2.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, six (6) copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work, all additional copies will be furnished upon request at the cost of reproduction.

§ 3.3 TOWN'S RIGHT TO STOP THE WORK

§ 3.3.1 In addition to all other rights and remedies available to the Town: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2, or fails to carry out Work in accordance with the Contract Documents, the Town may, in its sole discretion and in addition to any other remedy it may have in accordance with Section 7.4, 8.4 and 9.5, issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Town. The Contractor shall not be entitled to receive any additional compensation or any extension of time to complete the Project as a result of any such stop-work order and shall be responsible for any and all damages for delay sustained by the Town for the period during which the work has been stopped.

§ 3.4 TOWN'S RIGHT TO CARRY OUT THE WORK

§ 3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Town to immediately correct such default or neglect with diligence and promptness, the Town may, without prejudice to other remedies the Town may have (including Termination in accordance with Article 14, correct such deficiencies. In such case, the Town shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including Town's expenses and compensation for the Architect/Engineer's and project manager's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the difference to the Town. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the Town), a risk of harm to the public, the Town shall have the right to carry out the Work, without notice, at the Contractor's cost and/or deduct such sums from monies due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the difference to the Town.

ARTICLE 4 – CONTRACTOR

§ 4.1 GENERAL

§ 4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 4.1.1.1 The Contractor represents and warrants that its financial condition is sound and that the Contractor is capable of performing the Work required pursuant to the Contract Documents. Upon request by the Town, the Contractor shall make available to the Town such audited and unaudited financial statements of the Contractor as the Town may reasonably request. The Contractor shall promptly advise the Town of any occurrence, event, fact, or other matter that has had, will have, or might reasonably be predicted to have a material adverse effect upon the financial condition of the Contractor.

§ 4.1.2 The Contractor shall perform the Work in strict accordance with the Contract Documents.

§ 4.1.3 The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Town in the administration of the Contract, or by tests, inspections or approvals required or performed by any person, including, but not limited to, any inspections, tests or approvals of the Town, the Architect/Engineer or Project Manager.

**§ 4.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS
BY CONTRACTOR**

§ 4.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become thoroughly familiar with all the existing conditions at the site, has taken all such conditions into consideration as they may affect the Work under its Contract and correlated personal observations with requirements of the Contract Documents. No allowance will be made in the Contract or the Work under the Contract for failure of the Contractor to visit the site. The Contractor represents and warrants that, before having submitted its bid for the project, it carefully studied and compared the Contract Documents, and at that time found no error, inconsistency or omission therein. The Contractor shall, at frequent intervals during the progress of the Work, carefully study and compare the Contract Documents with each other and with the information furnished by the Town and shall at once report to the Architect/Engineer and the Town any inconsistency or omission the Contractor may discover. Similarly, Contractor agrees that if, in performing the work, it discovers any error, inconsistency or omission in such documents, it shall at once report to the Architect/Engineer and the Town such error, inconsistency or omission. If the Contractor performs any construction activity it knows or reasonably should know involves an error, inconsistency or omission in the Contract Documents and the information furnished by the Town without having given such notice to the Architect/Engineer and the Town, the Contractor shall be fully responsible for such performance and shall bear all costs arising therefrom and for any necessary corrections.

§ 4.2.2 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a specification section intended for a particular Subcontractor which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Town.

§ 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give immediate written notice to the Town and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer.

§ 4.3.1.1 Should any omissions, error or conflict be found in the Contract Documents, during the bidding period and prior to the times set forth in the Instructions to Bidders for receipt of such inquiries, the bidders shall request in writing that such conditions be explained by the Architect/Engineer in the method described therein.

§ 4.3.1.2 Should the work proceed, after the discovery of errors, conflict, or omissions by the Architect/Engineer and clarification has not been received from the Architect/Engineer, the Contractor will be held fully responsible for replacement or correction of the affected area, as directed by the Architect/Engineer, at the Contractor's expense.

§ 4.3.2 The Contractor shall be responsible to the Town for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors, and for any persons who are on the project site for or at the request of Contractor. This obligation of the Contractor shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

§ 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Contract, or by inspection, tests or approvals required or performed by any person, including, but not limited to, any inspections, tests or approvals of the Town, the Architect/Engineer or Project Manager.

§ 4.3.4 The Contractor shall retain a registered professional engineer or registered land surveyor, acceptable to the Architect/Engineer, to establish the exterior lines and required elevations for all buildings and structures to be erected, and to establish lines and grades for associated roads, utilities and grading. The engineer or surveyor shall certify the actual location of constructed elements of the Work.

§ 4.4 LABOR AND MATERIALS

§ 4.4.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 4.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 4.5 WARRANTY

§ 4.5.1 The Contractor warrants to the Town that materials and equipment furnished under the Contract will be of first-class quality and new, that the Work will be free from defects, and that the Work will conform strictly to the requirements of the Contract Documents and, promptly after Contractor's receipt of written notification of any non-conformance, shall be promptly repaired or replaced by the Contractor with Work conforming to such requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.5.1.1. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents

§ 4.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Town and/or the Architect/Engineer may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Town, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense.

§ 4.5.3 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Town in writing of the nature of such deviations at the time the material is submitted for approval.

§ 4.5.4 In informing the Town of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable without the substitution or deviation. If, in the opinion of the Town, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Town may reject such substitution or deviation without further investigation.

§ 4.5.5 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Town, unless such substitution was made at the written request or direction of the Town.

§ 4.5.6 The Contractor shall reimburse the Town for costs incurred by the Architect/Engineer for design and construction administration services that are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Architect/Engineer to perform:

§ 4.5.6.1 Repeated review of the Contractor's resubmittals, substantially out of sequence from the submittal schedule provided by the Contractor and agreed to by the Architect/Engineer.

§ 4.5.6.2 An extensive number of responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Town-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 4.5.6.2 An extensive number of Change Orders and Construction Change Directives requiring evaluation of proposals and the preparation or revision of Instruments of Service and not otherwise caused by the design defects of the Architect/Engineer.

§ 4.5.6.3 Consultation regarding replacement of Work resulting from fire or other cause during construction.

§ 4.5.6.4 Evaluation of an extensive number of claims not otherwise caused by design defect.

§ 4.5.6.5 Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Services resulting therefrom.

§ 4.5.6.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Contractor.

§ 4.5.6.7 Contract administration services provided sixty (60) days or more after Substantial Completion.

§ 4.5.7 The warranty provided in this Section 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 4.5.8 The Contractor shall procure and deliver to the Town, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Town that the warranty will be performed in accordance with its terms and conditions.

§ 4.5.9 In addition to all other rights and remedies available to the Town: The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Town, promptly correct defective Work or Work not in accordance with the Contract Documents.

§ 4.5.10 The Contractor warrants that the materials and equipment's furnished under the contract will be new and of recent manufacture and that all work will be of good quality, free from faults and defect, and in conformance with the Contract Documents.

§ 4.5.10.1 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. All materials are to be of the best and finest quality of their several kinds.

§ 4.5.10.2 The Contractor guarantees and warrants to the Town that all labor furnished under this Agreement will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.

§ 4.6 TAXES

§ 4.6.1 The Contractor shall pay applicable sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number can be obtained from the Town upon request by the successful bidder.

§ 4.7 PERMITS, FEES AND NOTICES

§ 4.7.1 Unless otherwise expressly provided in the Contract Documents, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 4.7.2 The Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 4.7.3 If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Town in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 4.7.4 If the Contractor performs Work it knows or should know contrary to laws, statutes, ordinances, building codes, and rules and regulations without having given advance written notice to the Architect/Engineer and Town, the Contractor shall be responsible for such Work and shall bear the costs arising therefrom, including any damages incurred by the Town.

§ 4.7.5 The Contractor shall keep itself fully informed of and comply with all existing and future federal, state and municipal laws and regulations and all orders and decrees of any governmental bodies or tribunals (hereinafter also referred to as “laws”) having jurisdiction in any manner which affect this Agreement or Work, including but not limited to such laws affecting those engaged or employed in the Work, the materials used in the Work or in any way affecting the conduct of the Work. If any clause in this Agreement does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. If any discrepancy or inconsistency is discovered in the specifications, drawings, or Contract Documents in violation of the law, the Contractor shall forthwith report the same in writing to the Town. The Contractor shall cause its employees, agents and subcontractors to also observe and comply with all such laws. It shall protect and indemnify the Town and its officials, board members, and employees against any claim or liability arising from or based on any violation, whether by the Contractor or its officials, employees or subcontractors, of any such law.

§ 4.8 DIRECTOR

§ 4.8.1 The Contractor shall employ a competent, qualified full time Director and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The Director shall represent the Contractor and all communications given by or to the Director shall be as binding as if given by or to the Contractor. Important communications from the Director to the Town and any communications of any legal significance shall be made in writing. The Contractor shall remove the Director if requested by the Town and shall replace him with a competent person acceptable to the Town.

§ 4.8.2 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the progress and sequencing of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, and the Town, every reasonable opportunity for the installation of Work and the storage of materials.

§ 4.8.3 The Contractor shall arrange for and attend job meetings with the Town and such other persons as the Town may from time to time wish to have present. The Contractor shall be represented by a principal and project manager, or other authorized main office representative, as well as by the Contractor's own Director. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect/Engineer or deemed necessary by Contractor. Such representatives shall be empowered, and shall be deemed empowered, to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required of the Town under the Contract Documents may be served on such representatives, and such service shall be deemed in conformance with the requirements of the Contract Documents as to the giving of notice.

§ 4.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 4.9.1 The Contractor, within twenty (20) calendar days after being awarded the Contract, shall prepare and submit for the Town's information and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be updated, subject to the Town's approval, at appropriate intervals as required by the conditions of the Work and Project, but no less than monthly, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall include an estimated cash flow schedule, showing anticipated monthly expenditures throughout the duration of the Contract. The construction schedule shall be in such form and contain such information as the Town requires. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

§ 4.9.1.1 The Owner's and Architect/Engineer's review and comments on the construction schedule shall not constitute a waiver of contract requirements and shall not relieve the Contractor of requirements established by the Contract Documents and/or by applicable laws and standards.

§ 4.9.2 The Contractor shall perform the Work in strict accordance with the Construction Schedule. The Contractor's compliance with the Construction Schedule shall be a material obligation of this Contract.

§ 4.10 DOCUMENTS AND SAMPLES AT THE SITE

§ 4.10.1 The Contractor shall maintain at the site for the Town one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Town upon completion of the Work.

§ 4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work and are not Contract Documents.

§ 4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work and are not Contract documents.

§ 4.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged and are not Contract Documents.

§ 4.11.4 The Contractor shall review, for compliance with the Contract Documents, and approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Town or of separate contractors.

§ 4.11.5 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor notwithstanding any review, acceptance, use or approval of such information by the Town or its Architect/Engineer.

§ 4.11.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Town's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Town in writing of such deviation at the time of submittal and (1) the Town, with express and specific reference to the deviation, has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued by the Town expressly and specifically acknowledging and authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Town's approval thereof.

§ 4.12 USE OF SITE

§ 4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Town. The Contractor's right to entry and use thereof arises solely from the permission granted by the Town under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's workers to limits indicated by law, ordinances, the Contract Documents, and permits and/or directions of the Architect/Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The Town shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Town.

§ 4.13 CUTTING AND PATCHING

§ 4.13.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 4.13.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Town or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Town or a separate contractor except with written consent of the Town and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Town or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 4.14 CLEANING UP

§ 4.14.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 4.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the Town may do so and the cost thereof shall be charged to the Contractor.

§ 4.15 ACCESS TO WORK

§ 4.15.1 The Contractor shall at all times provide the Town access to the Work in preparation and progress wherever located.

§ 4.16 ROYALTIES, PATENTS AND COPYRIGHTS

§ 4.16.1 The Contractor shall pay all royalties and license fees. The Contractor shall, in addition to any other rights and remedies available to the Town, defend suits or claims for infringement of copyrights and patent rights and shall hold the Town harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Town, unless the Contractor knew or should have known that the required design, process or product might constitute an infringement of a copyright or a patent and failed to provide written notice to the Town promptly upon acquiring such knowledge, in which event the Contractor shall be responsible for such defense and loss.

§ 4.17 INDEMNIFICATION

§ 4.17.1 To the fullest extent permitted by law and in addition to all other rights and remedies available to the Town, the Contractor shall indemnify in whole or in part, defend, pay on behalf of and hold harmless the Town, its officers, board members, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and loss of use, caused by the negligent acts or omissions of or resulting from performance of the Work by the Contractor, Subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.17.

§ 4.17.2 In claims against any person or entity indemnified under this Section 4.17 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.17.3 The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall indemnify, defend and save harmless the Town and all of its officers, board members, agents, and employees from all suits, damages, claims, liabilities or judgments for bodily injuries or death to any person and for property damage or damage destruction arising out of the use or storage of explosives and highly inflammable materials.

§ 4.17.4 The Contractor further covenants to indemnify, defend and hold harmless the Town, its officers, board members, agents, and employees from and against each and every demand, claim, judgment or liability for or on account of the use of any patented invention, article or appliance included in the materials and equipment agreed to be furnished, supplied or used under this contract.

ARTICLE 5 - SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Town the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Town or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Town has made reasonable and legally permissible and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Town has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Town has no reasonable objection

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Town makes reasonable objection to such substitute.

§ 5.2.5 Notwithstanding anything to the contrary herein, any objection, failure to object or approval by the Town or its Architect/Engineer as to any person or entity proposed by the Contractor shall not relieve the Contractor from its obligations under the Contract Documents and shall not entitle the Contractor to any additional compensation or extension of the time to complete the Work.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Town and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Town and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Town. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 - CONSTRUCTION BY TOWN OR BY SEPARATE CONTRACTORS

§ 6.1 TOWN'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Town reserves the right to perform construction or operations related to the Project with the Town's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Town-Contractor Agreement.

§ 6.1.3 The Town shall provide for coordination of the activities of the Town's own forces and of each separate contractor with the Work of the Contractor, who shall fully cooperate with them. The Contractor shall participate with other separate contractors and the Town in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Town until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Town and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Town or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer in writing the apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Town's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects of which Contractor neither knew nor should have known.

§ 6.2.3 The Town shall withhold from the Contractor, or be promptly reimbursed by the Contractor, the costs incurred by the Town which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Town or separate contractors as provided in Section 10.2.5, or the Town may withhold the value of performing such a remedy from amounts payable to the Contractor.

ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS

§ 7.1 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES

§ 7.1.1 A Change Order is a written amendment to the Contract Documents signed by the Town and Contractor after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

§ 7.1.2 The Town, without invalidating the Contract and notwithstanding anything to the contrary in the Contract, may, by issuing a Construction Change Directive signed by the Town, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and order changes in the Contract Sum and the Contract Time. Pending negotiation of a Change Order for adjustments to the Contract Sum or Contract Time, if any, the Contractor shall without any delay whatsoever immediately prosecute any and all changes in the Work initiated through a Construction Change Directive. All such changes in the Work shall be performed by the Contractor under the applicable conditions of the Contract Documents and applicable General Laws.

§ 7.1.3 Upon request of the Town or the Architect/Engineer, the Contractor shall without cost to the Town submit to the Architect/Engineer, in such form as the Architect/Engineer may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect/Engineer. The Contractor shall promptly revise and resubmit each estimate if the Architect/Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect/Engineer, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the

Architect/Engineer bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

§ 7.1.4 The cost or credit to the Town resulting from a change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
2. by unit prices stated in the Contract Documents or subsequently agreed upon.
3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, not to exceed five percent (5%); or
4. by the method provided in Section 7.1.5.

Notwithstanding anything to the contrary in the Contract, including but not limited to this Article 7, if the Contract contains unit prices for the Work to be changes, such unit prices shall apply to the proposed changes in the Work, unless the Town, in its sole discretion, authorizes separate pricing for such proposed changes.

§ 7.1.5 If none of the methods set forth in Section 7.1.4 is agreed upon, the Contractor, provided he receives a written order signed by the Town, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Town, in its sole discretion, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit which shall not exceed five percent (5%). In such case, and also under Section 7.1.4 above, the Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise authorized by the Town, in its sole discretion, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums, and rental value of equipment and machinery. Pending final determination of cost to the Town, payments on account shall be made on the Town's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Town for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change, but in no event shall exceed five percent (5%). Notwithstanding anything to the contrary in the Contract, the Town shall not be required to pay for any costs for changes in the Work for which the Contractor fails to provide adequate documentary support.

§ 7.1.6 Unit prices shall be as stated in the Bid Form and the Contract, and Contractor hereby agrees that said unit prices include all costs of the Work to which such unit price applies, including but not limited to the costs listed in Section 7.1.5. No additional charges shall be allowed for these items under any circumstances.

§ 7.1.7 If deductions are ordered, the credit shall be computed as net cost.

§ 7.1.8 The Contractor shall not sublet any work under a Change Order or a Construction Change Directive unless work of a similar type under the Agreement was previously subcontracted; and Subcontractors will not be allowed to further sublet any work under a Change order or Construction Change Directive unless the work of a similar type was previously sublet by them, without the written approval and acceptance of the Town.

§ 7.1.8 WORK PERFORMED UNDER PROTEST: The Contractor must perform any work required by the Town. If the Contractor considers the Work to be “extra” and the Town disagrees, the Work must be performed under protest.

§ 7.1.9 A Change Order signed by the Contractor indicates the Contractor’s agreement therewith, including any adjustments in the Contract Sum and Contract Time.

§ 7.2 CONCEALED CONDITIONS (Subject to G.L. c. 30, § 39N)

§ 7.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the Grounds or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the Grounds or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions if and only if such adjustment is required under G.L. c. 30, § 39N.

§ 7.3 MINOR CHANGES IN THE WORK

§ 7.3.1 The Town will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly, regardless of whether it objects to an absence of adjustment in the Contract Time or Contract Sum.

§ 7.4 CLAIMS FOR ADDITIONAL COSTS

§ 7.4.1 Definition. The word “Claim” shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word “Claim” shall not include claims by the Town. The Town may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

§ 7.4.2 Time Limits on Claims. Contractor must initiate Claims within seven (7) calendar days after occurrence of the event giving rise to such Claim or within seven (7) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect/Engineer and the Town. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim or the date the Contractor first recognized the condition giving rise to the claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Failure to provide written notice in strict accordance with this paragraph shall be deemed to be a waiver of Contractor's claim.

§ 7.4.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation by the Town, (2) any order by the Town to stop the Work where the Contractor was not at fault, (3) any written order for a minor change in the Work issued or (4) failure of payment by the Town, the Contractor shall make such claim as provided in this Section 7.4.

§ 7.4.4 The Contractor shall furnish the Architect/Engineer with such additional documentation as the Architect/Engineer may deem necessary to evaluate the claim.

§ 7.4.5 CONTINUING CONTRACT PERFORMANCE. Regardless of the disposition or status of a Claim (except as otherwise agreed in writing or as otherwise provided in this Agreement), the Contractor shall proceed diligently with performance of the Contract in accordance with the Contract Documents. The Architect/Engineer will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Architect/Engineer.

§ 7.4.6 CLAIMS FOR ADDITIONAL COST. The Contractor hereby acknowledges that the Town has the contractual right to delay the Work. Such right may not be exercised unreasonably. In addition, Contractor shall not be entitled to additional compensation as a result of delay, even if caused by the Town or those for whom the Town is responsible. The Contractor's sole remedy for any delay is an extension of time, notwithstanding the above. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

§ 7.4.7 CLAIMS FOR ADDITIONAL TIME

§ 7.4.7.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given.

§ 7.4.7.2 No increase in the Contract Time will be allowed for Work that is delayed as a result of the Contractor's failure to timely submit, revise or resubmit shop drawings, product data, and/or samples.

§ 7.4.8 INITIAL DECISION

§ 7.4.8.1 Claims shall be referred to the Architect/Engineer for initial decision. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect/Engineer with no decision having been rendered.

§ 7.4.8.2 The Architect will review Claims and, within ten (10) days of the receipt of a Claim, take one or more of the following actions: (1) require additional supporting data from the Contractor or a response with supporting data from the Town, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise or (5) advise the parties that the Architect/Engineer is unable to resolve the Claim if the Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the Architect/Engineer concludes that, in the Architect/Engineer's sole discretion, it would be inappropriate for the Architect/Engineer to resolve the Claim.

§ 7.4.8.3 If the Architect/Engineer requires the Town to provide a response to a Claim or to furnish additional supporting data, the Town shall respond, within ten (10) days after receipt of such request and shall either (1) provide a response on the requested supporting data, (2) advise the Architect/Engineer when the response or supporting data will be furnished or (3) advise the Architect/Engineer that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect/Engineer will either reject or approve the Claim in whole or in part.

§ 7.4.8.4 The Architect/Engineer will render an initial decision approving or rejecting the Claim or indicating that the Architect/Engineer is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, of any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties but subject to, Articles 15 and 16.

§ 7.5 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Framingham District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Town. Notwithstanding any provision contained in the Contract Documents, the Town reserves the right to demand arbitration against the Contractor in connection with the Claims and disputes between the Town and the Contractor, which right may be exercised by the Town unilaterally and in the Town's discretion.

§ 7.6 CLAIMS FOR CONSEQUENTIAL DAMAGES. The Contractor waives claims against the Town for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement. Nothing contained in this Section 7.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 8 – TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Town-Contractor Agreement or such other date as may be established therein.

§ 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Town when construction is substantially complete, in accordance with the Contract Documents, other than only customary punch list items, the lack of or completion of which will not interfere with the Town's use, so the Town can lawfully occupy and utilize the Work or designated portion thereof for the use for which it is intended. The Date of Final Completion of the Work is the date on which the Town issues its final Certificate for Payment in accordance with Section 9.9 hereof.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Section 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, and Final Completion thereafter in accordance with the provisions of the Contract Documents. If the Contractor fails to keep pace with the construction schedule prepared pursuant to Section 4.9, as measured by the certificates for payment issued by the Architect/Engineer or as otherwise determined by the Town, the Contractor hereby agrees that it will, at the Contractor's sole cost, promptly accelerate the progress of the work by adding personnel or increasing the hours of work or by other means acceptable to the Town.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor claims that he is delayed at any time in the progress of the Work by any act or neglect of the Town or by any employee of the Town, or by any separate contractor employed by the Town, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, or any causes beyond the Contractor's or its Subcontractor's control, or by delay authorized by the Town, then, provided such delay in no way results from the act or neglect of the Contractor or any of its Subcontractors, the Contract Time may, subject to the Contractor following the claims process stated herein, be extended by Change Order for such reasonable time as the Town may determine.

§ 8.3.2 Any claim for extension of time shall be made in writing to the Town not more than fourteen (14) days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

§ 8.3.3 If no agreement is made stating the dates upon which interpretations of the Contract Documents by the Architect/Engineer shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after written request is made for them, and not even after such fifteen-day period unless such claim is reasonable and demonstrable.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Town, or otherwise, except as and to the extent expressly provided under M.G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

§ 8.4 NOT USED

ARTICLE 9 - PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Town to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. If objected to by the Architect/Engineer, the schedule shall be revised until acceptable to the Architect/Engineer. Subject to such objections, the schedule shall be used as a basis for reviewing the Contractor's Applications for Payment. Notwithstanding the foregoing, the giving or withholding of any objection by the Architect/Engineer shall not relieve Contractor from its obligations under the Contract, including but not limited to the obligation to promptly commence and diligently prosecute all Work to completion.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Town an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as provided elsewhere in the Contract Documents for the period ending the last day of each month within the Contract period. The Application shall contain a separate line item or section for each subtrade category, and a listing of the amount paid to each subcontractor as of the date of the Application.

§ 9.3.1.1 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Town, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Town to establish the Town's title to such materials or equipment or otherwise protect the Town's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall assume responsibility to protect all such materials from loss or damage at no cost to the Town, until they are finally incorporated into the Work, whether or not they have been paid for by the Town.

§ 9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Town either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect/Engineer will, within ten days after receipt of the Contractor's properly completed and supported Application for Payment, either issue to the Town a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due or notify the Contractor and Town in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Contractor shall promptly and fully cooperate with the Architect/Engineer in reviewing and, where appropriate, revising all Applications for Payment.

§ 9.4.2 The issuance of a Certificate for Payment by the Architect/Engineer shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum, and therefore, payments to the Contractor shall remain subject to the claims of the Town in accordance with the Contract and G.L. c. 30, § 39G/K.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 To the fullest extent permitted by the Contract and law, including but not limited to G.L. c. 30, § 39G/K, the Town shall withhold its Payment in whole or in part, to the extent necessary reasonably to protect itself. If the Town is unable to make payment in the amount of the Application, it will notify the Contractor as provided in Section 9.4.1. If the Contractor and the Town cannot agree on a revised amount, the Town will issue a Certificate for Payment for the amount for which it determines is properly due. The Town may also decline to make payment because of subsequently discovered evidence or subsequent observations and may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in its sole discretion, to protect against or recover a loss arising out of, among other things:

1. defective work not remedied.
2. third party claims filed or reasonable evidence indicating probable filing of such claims.
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment.
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
5. damage to the Town or another Contractor.

6. reasonable evidence that the Work will not be completed within the Contract Time, or
7. material failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above Grounds in Section 9.5.1 are removed, payment shall be made for amounts withheld because of them, unless some other reason for withholding exists pursuant to the Contract or law, including but not limited to G.L. c. 30, § 39G/K.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect/Engineer has issued a Certificate for Payment, the Town shall make payment in the manner and within the time provided in General Laws Chapter 30, Section 39, and the Contract Documents. The Town reserves the right to a 5% general retainage from each progress payment, which retainage shall be released to the Contractor upon substantial completion, less amounts properly allocated to punch list work and potential claims of the Town and such other amounts which the Town may withhold under the Contract and at law, including but not limited to G.L. c. 30, § 39G/K. Acceptance of progress payments by the Contractor shall constitute a waiver of claims known or knowable at the time by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of progress payment.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Town, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. Contractor agrees that should it fail to do so and, as a result, claim is made by a subcontractor on the payment bond furnished by the Contractor, and the Contractor is adjudicated as being responsible for such payment, Contractor shall, notwithstanding anything to the contrary in the Contract or at law, be solely responsible for payment of the subcontractor's attorney's fees if and to the extent such fees are required to be paid to the subcontractor under any contract or applicable law, and under no circumstances shall Contractor seek to charge such fees against the Town.

§ 9.6.2.1 If at any time there shall be evidence of any lien or other claim for which, if established, the Town may become liable, directly or indirectly, and which is chargeable to the Contractor, the Town may retain out of the payment then due or thereafter to become due, an amount sufficient to completely indemnify it against any such claim. If there proves to be any such claims after all the payments are made, the Contractor shall refund to the Town all moneys that the Town pays in discharging such claim in consequence of the Contractor's default.

§ 9.6.2.2 The Contractor warrants that title to all Work (including materials and equipment) covered by an Application for Payment will pass to the Town either by incorporation in the Work or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

§ 9.6.3 The Town shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

§ 9.6.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Town, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

§ 9.6.5 Notwithstanding the provisions of Section 9.6 but subject to paragraph 9.6.2, all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

§ 9.7 SUBSTANTIAL COMPLETION

§ 9.7.1 The term “Substantial Completion” as used in this Agreement shall mean the point at which, as certified in writing by the Architect/Engineer, the Project is at a level of completion in strict compliance with this Contract such that the Town or its designee can enjoy beneficial use and can use or operate it in all respects for its intended purpose and only minor items which can be corrected or completed without any material interference with the Town’s use of the Work remain to be corrected or completed. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion. When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Town, is substantially complete as defined in Section 8.1.3, the Contractor shall prepare for submission to the Town a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

When the Town, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, and may, in the Town’s discretion, state the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion or Contract.

§ 9.7.1.1 The Contractor shall submit, prior to requesting substantial completion, written certification that:

- a. Equipment and systems have been tested in the presence of the Town’s Representative and are operational.
- b. Town’s designated staff has been instructed on all equipment and systems and a Town signed receipt has been furnished to the Architect/Engineer.
- c. Operational and Maintenance Manuals and record drawings have been submitted to and reviewed by the Architect and have been delivered to the Town with required corrections. Submit copies of receipts signed by Town’s representative.
- d. Town has received the specified guarantees and spare parts and the Town has signed a receipt for same.
- e. Project has been completed and is ready for final inspection and an appropriate Certificate of Occupancy, if applicable, has been issued.

§ 9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and Certification by the Architect/Engineer, the Town shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents, subject to withholdings permitted by the Contract and law, including but not limited to G.L. c. 30, § 39G/K.

§ 9.7.3 The Contractor shall complete and correct any incomplete or defective work within thirty (30) calendar days from the date of Substantial Completion, unless otherwise agreed in writing by the Town.

§ 9.8 PARTIAL OCCUPANCY OR USE

§ 9.8.1 The Contractor agrees to the use and occupancy of the Project or any portion thereof by the Town, in the Town's sole discretion, before Substantial Completion of the Work. The Town and Contractor will reasonably cooperate with each other with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Work and the proper functioning of the facility. The Contractor shall not be responsible for wear and tear resulting solely from any such temporary occupancy. Notwithstanding the foregoing, use and occupancy of any part of the Work prior to Substantial Completion shall not relieve the Contractor from its obligations under the Contract and at law, including but not limited to maintaining the required payment and performance bonds and insurance required by this Contract and law.

§ 9.9 FINAL COMPLETION AND FINAL PAYMENT

§ 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will make such inspection and, when it finds the Work acceptable under the Contract Documents and that the Contract has been fully performed, it will issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable, subject, however, to any withholding for any claims of the Town, pursuant to the terms of the Contract and law, including but not limited to G.L. c. 30, § 39G/K.

§ 9.9.2 Notwithstanding the foregoing, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Town (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or his property might in any way be responsible, have been fully paid or otherwise satisfied, (2) consent of surety, if any, to final payment (3), if required by the Town, in its discretion, other data establishing payment or satisfaction of all such obligations, receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Town, (4) written certification that the Work has been completed in accordance with the Contract Documents, and (5) written certification that the Project has been inspected for compliance with the Contract Documents. If any Subcontractor refuses to furnish a release or waiver required by the Town, the Contractor may furnish a bond satisfactory to the Town to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.9.2.1 Should the Architect/Engineer be required to reinspect the work because of the failure of the Contractor to comply with the certifications listed in § 9.9.2, the Architect/Engineer will bill the Town for all related cost incurred, and such cost will be deducted from the Contractor's final payment.

§ 9.9.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.9.4 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and other persons who may be affected thereby.
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, landscape work, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Contractor shall fully comply with the Dig Safe Laws.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Town's and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall immediately, at its own expense, remedy all damage or loss to any property (public or private) referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3., and restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction, except damage or loss solely and directly attributable to the acts or omissions of the Town or Architect/Engineer and not attributable in any part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Contract, including Section 4.13. Where the damage or loss presents an immediate danger to the public, the Town, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor. The cost to the Town of remedying loss or damage under this § 10.2.5 may be deducted from sums otherwise due to the Contractor.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Director unless otherwise designated by the Contractor in writing to the Town and Architect/Engineer.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§10.2.8 The Contractor shall at all times protect excavations, trenches, buildings and materials from rainwater, Groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.9 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.10 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Town, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises.

§ 10.2.11 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, which are incorporated herein by reference, and all standards and regulations promulgated by the governmental and regulatory bodies responsible for administration thereof. The Contractor shall be responsible for compliance with such Acts, standards and regulations by its officers, agents, employees, Subcontractors, Sub-subcontractors, suppliers and material. The Contractor shall indemnify and hold harmless the Owner and the Architect from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Town and Architect/Engineer due to violation of such Acts, standards and/or regulations.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Town and Architect/Engineer in writing, and take all measures to mitigate any and all damages resulting from such materials and from the stopping of the Work. The Contractor and the Town shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect/Engineer in the implementation of such removal or containment.

§ 10.4 EMERGENCIES

§ 10.4.1 In any emergency affecting the safety of persons or property, the Contractor shall act promptly and with reasonable care to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work must be submitted as a notice of claim and, if so submitted, shall be determined as provided in Article 7 for Changes in the Work.

ARTICLE 11 - INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. claims for damages insured by usual personal injury liability coverage.
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. claims for damages because of bodily injury, death of a person or property damage arising out of Town, maintenance or use of a motor vehicle.
7. claims for bodily injury or property damage arising out of completed operations.

§ 11.1.2 The insurance required by Section 11.1.1 shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Town's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis unless the Town approves in writing coverage on a claims-made basis. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. **The Town and WorldTech Engineering, LLC shall be added as an Additional Insured on all policies.**

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Town and authorized to do business in Massachusetts. Contractor shall furnish to Town written confirmation as to the insurance carrier's most current financial ratings when it submits certificates of insurance.

§ 11.1.3 Certificates of insurance and copies of policies acceptable to the Town shall be filed with the Town prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Town. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. These certificates shall set forth evidence of all coverage required by Section 11.1.1 and 11.1.2. The Contractor shall furnish to the Town copies of any endorsements that are subsequently issued amending limits of coverage.

§ 11.2 TOWN'S LIABILITY INSURANCE

§ 11.2.1 The Contractor shall procure and pay for a policy of protective liability insurance insuring the Town and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Town and which have, and shall maintain throughout the pendency of this contract, a minimum financial rating of not less than A+ according to A.M. Best or AAA according to Moody's. Contractor shall furnish to Town written confirmation as to the insurance carrier's most current financial ratings when it submits the Certificate of Insurance. Such insurance shall include the interests of the Town, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Town shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverage's afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Town. The Town shall be named insured within the policy.

§ 11.3.2 The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.3 The Town shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

§ 11.3.4 Upon the occurrence of an insured loss, the Town and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

§ 11.4 MINIMUM AMOUNT OF INSURANCE

§ 11.4.1 In no case shall the limits of liability for the insurance required by this section be less than specified in the Supplemental General Conditions.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law, and in a form acceptable to the Town, and shall remain in effect through the one-year warranty period.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If any portion of the work should be covered contrary to the request of the Town or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Town, be uncovered for his observation and shall be replaced at the Contractor's expense.

§ 12.1.2 If any other portion of the Work has been covered which the Town has not specifically requested to observe prior to being covered, the Town may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the reasonable and necessary cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Town. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs. The Contractor shall bear the cost of any loss, or damages to the Town resulting from such failure or defect.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 The Contractor shall promptly correct all Work rejected by the Town as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Town's additional services made necessary thereby and any cost, loss or damages to the Town resulting from such failure or defect.

§ 12.2.1.1 Nothing in this Contract shall be construed as vesting in the Contractor any right or property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Town.

§ 12.2.2 The Contractor hereby certifies that if within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Town of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or requiring excessive service or maintenance or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of a written notice from the Town to do so unless the Town has previously given the Contractor a written acceptance of such approval, which written acceptance shall specifically refer to such defect. This obligation shall survive termination of the Contract. The provisions of this paragraph are in addition to, and not in limitation of, the Town's other rights and remedies hereunder and in law and equity.

§ 12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Sections 4.5.1, 12.2.1 and 12.2.2, unless removal is waived by the Town in writing.

§ 12.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Sections 4.5.1, 12.2.1 and 12.2.2 the Town may correct it in accordance with Section 3.4, and Contractor shall promptly pay all costs therefor, including the costs of the Architect/Engineer, costs to solicit bids for the work, and any attorneys' fees.

§ 12.2.5 If the Contractor does not correct defective or non-conforming Work within a reasonable time fixed by written notice from the Town, the Town may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Town may sell such Work without further notice to Contractor at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Town's additional services, and any and all attorneys' fees, made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Construction Change Directive shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall promptly pay the difference to the Town.

§ 12.2.6 The Contractor shall bear the cost of making good all work of the Town or separate contractors destroyed or damaged by such correction or removal.

§ 12.2.7 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligation other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Town prefers to accept defective or nonconforming Work, it may do so instead of requiring its removal and correction, in which case a Construction Change Directive or Change Order will be issued to reflect a reduction in the Contract Sum, as determined by the Town. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law, and the courts, of the Commonwealth of Massachusetts notwithstanding any laws regarding conflicts of laws. All applicable provisions of Federal, state, or local laws, by-laws, rules, or regulations are incorporated into the Contract as if fully set forth herein. Contractor agrees that, notwithstanding anything to the contrary herein, service of process may be affected upon it by certified mail at the address provided in Section 13.3 below.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Town and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Town, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Town, which consent may be withheld in the sole discretion of the Town.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Town or Architect/Engineer shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Town timely notice of its readiness so the Town may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities which are normal and customary for the type of work required by the Contract. All testing methods, organizations, and personnel shall be approved by the Town before the start of testing Work, without regard to what party will ultimately pay for such Work, provided, however, that the Town's approval or lack of approval shall under no circumstances relieve the Contractor of its obligations under the Contract, including but not limited to this Section 13.5.

§ 13.5.2 If the Town determines that any Work requires special inspection, testing, or approval which Section 13.5.1 does not include, it will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Section 13.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents or any permit or governmental approval, the Contractor shall bear all costs of the inspection or testing as well as the cost to correct the non-conforming Work, including compensation for the Town's additional services made necessary by such failure; otherwise the Town shall bear the reasonable and necessary costs of the special inspection or testing, and an appropriate Change Order shall be issued.

§ 13.5.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Town.

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect/Engineer any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Town. Receipt of such permits or certificates by the Architect/Engineer shall be a condition precedent to Substantial Completion of the Work.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.6 The Contractor shall keep the Architect/Engineer informed of the progress of its work. No work shall be closed or covered until it has been duly inspected and approved. Should uninspected work be covered, the Contractor shall, at its own expense, uncover all such work so that it can be properly inspected and after such inspection, it shall properly repair and replace all work interfered with.

§ 13.5.7 Any required laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Architect/Engineer, and the reports of such tests shall be submitted to the Architect/Engineer.

§ 13.6 LIMITATION OF LIABILITY

§ 13.6.1 The Town shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Town shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Town ever succeeds to the Contractor's rights and obligations under a Subcontract.

§ 13.7 DEFENSE OF SUITS

§ 13.7.1 The Contractor shall be responsible for, and shall defend and pay all costs, attorneys' fees and liabilities, both direct and indirect, as a result of litigation arising out of this Contract, including but not limited to the Town's attorneys' fees.

§ 13.7.2 Neither final acceptance nor occupation of the premises by the Town shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.7.3 The Contractor shall indemnify and hold harmless the Town and the Architect/Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work. This obligation is in addition to and not a limitation of any of the other rights and remedies of the Town under the Contract and at law.

§ 13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD. Any cause of action arising out of or relating to the Project shall be commenced within the time prescribed by the laws of the Commonwealth of Massachusetts.

§ 13.9 SEVERABILITY. If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement, and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of applicable law, and the remainder of this Agreement will remain in full force.

§ 13.10 HEADINGS. The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions.

§ 13.11 INDEPENDENT CONTRACTOR. The Contractor is not an employee or agent of the Town but is an independent contractor.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE TOWN

§ 14.1.1 The Town may, without prejudice to any other right or remedy, terminate the Contract for cause if any of the following defaults shall occur:

1. The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors.
2. The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Architect/Engineer has determined that the rate of progress required for the timely completion of the Work is not being met.
3. The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor.
4. All or a part of the Work has been abandoned.
5. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Town, except as expressly permitted in this Contract.
6. The Contractor has failed to comply with any applicable Laws, regulations, permits, ordinances, rules or orders or approvals of any public authority having jurisdiction.
7. The Contractor disregards an instruction, order, or decision of the Architect/Engineer.
8. The Contractor fails to maintain, or provide to the Town evidence of the insurance or bonds required by this Contract, or
9. The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

§ 14.1.2 The Town shall give the Contractor ten days' written notice of such termination for cause, but any notice required to be given to any bond surety shall be the sole responsibility of Contractor, notwithstanding anything to the contrary in any bonds. In the event of such termination, and without limiting any other available rights and remedies, the Town may, at its option, do any one or combination of the following, among other things:

1. hold the Contractor and its sureties liable in damages for a breach of Contract.
2. notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Town may designate.
3. complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor.
4. require the surety or sureties to complete the Work and perform all the Contractor's obligations under this Contract.

§ 14.1.3 If the Town elects to complete all or any portion of the Work as specified in Section 14.1.2.3 above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Town may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the Town as directed by the Town, notwithstanding any pending litigation or other proceeding initiated in connection with the termination. In such case the Town shall not make any further payments to the Contractor until the Work is finished to the Town's satisfaction. The Town shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the site of the Work after the Town has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, and the proceeds credited to the Contractor's account, or the Town's account if the Contractor has not compensated the Town for all damages caused by the Contractor; or they may, at the option of the Town, be stored at the Contractor's expense subject to a lien for the storage charges.

§ 14.1.4 Damages and expenses incurred under Section 14.1.2 above shall include, but not be limited to, costs for the design or extra engineering services and Project Manager services required, in the opinion of the Town, to successfully inspect and administer the construction contract through final completion of the Work, and all attorneys' fees incurred by the Town in connection with such damages.

§ 14.1.5 Expenses charged under Section 14.1.2 above may be deducted and paid by the Town out of any moneys then due or to become due the Contractor under this Contract, or any other contract between the Town and Contractor.

§ 14.1.6 All sums damages, and expenses incurred by the Town to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall promptly pay the amount of the excess to the Town.

§ 14.1.7 The Town shall incur no liability by reason of such termination.

§ 14.1.8 The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

§ 14.2 TERMINATION BY THE TOWN FOR CONVENIENCE

§ 14.2.1 The Town may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

§ 14.2.1 In the event that the Contract is terminated pursuant to Section 14.2.1, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Town to establish the Town's title to such material or equipment or otherwise protect the Town's interest. The payment provided in this section shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

§ 14.2.2 Upon termination of this Contract for convenience as provided in Section 14.2.1 of this Article, the Contractor shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to the Town in a safe condition; (5) transfer to the Town all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, specifications and other information and documents used in connection with this Contract.

§ 14.2.3 The Town shall incur no liability by reason of such termination.

ARTICLE 15 – MEDIATION

§ 15.1 A claim, dispute or other matter may be submitted to mediation at the sole discretion of the Town, as provided in Section 7.5.

§ 15.2 At the sole discretion of the Town, the Town and Contractor may endeavor to resolve their Claims and other matters in question between them by mediation and negotiation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the Contractor, and filed with the person or entity administering the mediation.

§ 15.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 – ARBITRATION

§ 16.1 If negotiation or mediation fails to bring about resolution of any Claim, then at the Town's sole discretion, the Claim shall be subject to arbitration, as provided in Section 7.5.

§ 16.2 The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

§ SUPPLEMENTAL CONDITIONS INTRODUCTION

The following Supplementary General Conditions shall modify, change, delete from or add to Section 00700 GENERAL CONDITIONS. Where any Subsection of the General Conditions is modified, or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

The General Conditions, Supplementary General Conditions and Special Conditions are complementary and shall be read together. Insofar as these Sections cannot be reconciled, the Special Conditions take precedence over all other conditions, and the Supplementary General Conditions take precedence over the General Conditions.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 1

Add the following Sub-Sections to §1.1 DEFINITIONS:

§ SC 1.1.6 TOWN - The public body or authority with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Town of Lunenburg has authorized the Town Manager and its authorized representative(s) to act as the Owner for this Contract.

§ SC 1.1.7 AWARDING AUTHORITY - same definition as Town.

§ SC 1.1.8 BIDDER - Any person, firm or corporation submitting a BID for the work.

§ SC 1.1.9 FINAL COMPLETION - The work has been fully completed and ready for its intended use as required by Contract Documents and to the satisfaction of ENGINEER and Town, and CONTRACTOR's other obligations under the Contract Documents have been fulfilled. If a tentative list of items to be completed or corrected was issued with a certificate by Substantial Completion or issued subsequent thereto, such items shall be completed or corrected before work is considered fully completed."

§ SC 1.1.10 STANDARD SPECIFICATION - Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, latest edition and all addendums, supplemental specifications, interim specifications, and errata.

§ SC 1.1.11 STANDARD DETAILS - Massachusetts Department of Transportation Standard Construction Details, Standard Drawings for Traffic Signals and Highway Lighting latest edition and all addendums, supplemental specifications and errata.

§ SC 1.1.12 MUTCD - Manual on Uniform Traffic Control Devices 2009 with revisions 1 and 2.

§ SC 1.1.13 ARCHITECT/ENGINEER or ENGINEER— The person, firm, or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. For this Contract: WorldTech Engineering, LLC.

§ SC 1.1.14 DESIGNER - WorldTech Engineering, LLC.

§ SC 1.1.15 WORK WEEK - The CONTRACTOR shall work during a normal eight (8) hour day, five (5) day week (Monday through Friday) excluding holidays as defined in the wage rate decision. Work at other times, including nights and weekends, shall be at the option of, and only with written approval of, the OWNER.

§ SC 1.1.16 SUBSTANTIAL COMPLETION – The term “Substantial Completion” shall mean the point at which, as certified in writing by the Architect/Engineer, the Project is at a level of completion in strict compliance with this Contract such that the Town can use or operate it in all respects for its intended purpose and only minor items that can be corrected or completed without any material interference with the Town’s use of the Work remain to be corrected or completed. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion. CONTRACTOR shall not be given phased or staged substantial completion as equipment is started up and operated. All new equipment which is installed under this Contract, whether operating or not, shall remain in the full control and responsibility of the CONTRACTOR until the entire project reaches substantial completion.

§ SC 1.1.17 RESIDENT PROJECT REPRESENTATIVE (RPR) – The person, firm, or corporation duly appointed by the Town who is assigned to the project site or any part thereof.

§ SC 1.1.18 TOWN’S PROJECT MANAGER – The Town Manager or his/her designee will be the Owner’s Project Manager for this Contract and will perform all duties assigned to him.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 4

Add the following paragraph to Section 4.5.4:

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period may be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

Add the following paragraph to Section 4.3.1:

This Project is subject to the Contract Work Hours and Safety Standards Act. The Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the regulations of the Department of Labor under 29 CFR Part 5 require contractors and subcontractors to pay wages to laborers and mechanics on the basis of an eight-hour workday and 40-hour work week and to pay at least time and a half for work performed in excess of these time limitations. Also, the Act prohibits contractors and subcontractors from requiring laborers and mechanics to work in hazardous, unsanitary or dangerous conditions (see 29 CFR Part 1926).

Add the following new sub-section to Section 4.8:

§ 4.8.4 The Contractor shall provide the Town with the name and telephone number of the project Director and an emergency telephone number where he can be reached 24 hours per day for the duration of the construction period.

Change the first sentence of Section 4.9.1 to the following sentence:

The Contractor shall, within ten (10) days after receipt of Notice to Proceed, submit to the Town Manager or his/her designee and Architect/Engineer for review, comment and approval a submittals schedule for all materials and equipment required for this Project pursuant to the requirements set forth in the Contract Documents.

Add the following paragraph to the end of Section 4.11.5:

It is the CONTRACTOR'S responsibility to prepare, coordinate and review all submittals prior to delivery to the ENGINEER. The ENGINEER will review each submittal and the first resubmittal without cost to the CONTRACTOR. The CONTRACTOR, however, shall reimburse the Town for all reasonable costs associated with the ENGINEER'S and his consultant's review of each subsequent resubmittal. For the purpose of this paragraph only, submittals include, Product Data Catalog Cuts and Samples.

Add the following Sections to Article 4:

§ 4.18 TRAFFIC MANAGEMENT

The Contractor shall follow approved traffic management procedures. All proposed work zones shall be delineated with temporary traffic signs and channelization devices provided and installed in accordance with the Massachusetts Department of Transportation Standards for Work Zone Safety Guidelines for Municipalities and Contractors. Unless traffic management plans are outlined in this contract. If specific traffic management plans are provided the contract set and the Contractor proposes deviates from any traffic management plan contained herein, the Contractor shall submit his revised traffic management plans to the Town Manager or his/her designee for approval.

The Contractor shall give notice to the Town Manager or his/her designee at least forty-eight (48) hours in advance of beginning any work affecting the maintenance of traffic and shall not proceed with surfacing operations without specific notice to, and the approval of, the Town Manager or his/her designee.

Any traffic detours proposed by the Contractor shall be subject to approval by the Town Manager or his/her designee. All proposed traffic detours shall be submitted two (2) weeks before the intended implementation date. Any detours or changes in normal traffic patterns or road closures shall be coordinated by the Contractor with the Town of Lunenburg Fire Department and Police Department.

The Contractor shall provide a detour map indicated the proposed route of the detoured traffic, all proposed signs, the proposed hours of operation, the proposed location of detail officers and barricades.

Traffic police for use under this contract shall be paid for by the Contractor on an hourly basis and shall be reimbursable by the Town. An allowance for traffic police is included as part of this contract.

§ 4.19 DRAINAGE/WATERWORK

Any work needed to resolve a conflict of existing Town owned drainage or water systems shall not be performed without approval of the Town Manager or his/her designee. All proposed drainage or water work shall be performed only as noted on the plans or approved by the Town Manager or his/her designee during construction. The Contractor will be held fully responsible for replacement or correction of any work undertaken to resolve such conflicts without prior approval of the Town Manager or his/her designee.

No separate payment will be made for the maintenance of the existing drainage system by diversion or pumping or for plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.20 WATER FOR CONSTRUCTION PURPOSES

Temporary water connections for construction purposes shall be done in accordance with the rules and regulations of the Massachusetts Department of Environmental Protection and the Town of Lunenburg Department of Public Works. The Contractor is required to provide a backflow preventer meeting the Town of Lunenburg's standards and obtain a permit from the Department of Public Works before tapping into any hydrant within the Town.

The Town will provide water for construction purposes when water restrictions are not in force. If water restrictions are in force the Contractor, at his own expense, shall supply his own source of water for construction purposes.

The approval of the Department of Public Works shall be obtained before water from the Town's water distribution system is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of use.

The Town will suspend the work for any violation of this provision. It shall be the Contractor's responsibility to ensure that all subcontractors likewise understand and comply with this provision.

The Contractor shall be provided with water for flushing, testing and chlorinating water mains, at no cost, but only once for each section of pipe. Any water required for additional flushing, testing and re-chlorination shall be billed to the Contractor at the prevailing rates, and this sum of money shall be paid by the Contractor upon receipt of a billing by the Town.

The Town may at his option deduct such amounts of money from periodic estimates for payment.

§ 4.21 ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to comply with all environmental policies. The Contractor shall be responsible for obtaining any necessary permits in relation thereto. The Contractor shall operate only in those areas approved by the Town Manager or his/her designee and shall provide protective measures called for in various contract items or at the direction of the Town Manager or his/her designee. All protective measures shall be maintained by the Contractor until removal is approved by the Town Manager or his/her designee or at the end of the Project.

The Contractor shall maintain all construction and storage areas free of debris and trash.

The Contractor shall be responsible for restoration of disturbed areas as provided for in the various Items. Any damage to areas not approved by the Town Manager or his/her designee shall be restored at the Contractor's expense. Should the Contractor fail to make the necessary repairs the Town may make such repairs and back charge them against the Contractor.

Daily maintenance and fueling of equipment shall be conducted away from all wetlands resource areas. The Contractor shall have sufficient materials on hand to control and clean up any spillage. In the event of an accidental spillage within any wetland area, the Contractor shall take immediate action to prevent contamination of wetland areas; he shall cease operations and notify the Town Manager or his/her designee. The cost of cleanup of any contamination shall be the responsibility of the Contractor. Maintenance and repair other than daily requirement shall be done off-site at the Contractor's own facility or service yard.

From time to time the site may be visited or inspected by Local, State or Federal agencies responsible for protection of the environment. The Contractor shall cooperate with the representatives and shall not hinder or impede their work.

All protective measures shall be paid for in the costs of the various items.

The Contractor shall provide for removal of dirt spilled from his trucks on existing pavement over which it is hauled or otherwise deposited whenever in the judgment of the Town Manager or his/her designee the accumulation is sufficient to cause the formation of mud or dust or interfere with drainage.

The Contractor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations. The Contractor shall provide positive means to prevent air-borne dust from dispersing into the atmosphere. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

The Contractor shall provide weekly power-sweeping of streets and gutters and daily sweeping of sidewalks within Limits of Work. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items. The Contractor shall provide sanitary facilities for the use of workers at the site and shall ensure that they are maintained in a clean condition. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The sanitary conveniences shall be the obligation and responsibility of the Contractor.

§ 4.22 MAINTAINING DRAINAGE SYSTEMS

The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the traveled ways and construction area. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

No separate payment will be made for the maintenance of the existing drainage system for diverting or pumping or for plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.23 SITE INVESTIGATION

The Contractor shall satisfy him/herself as to the conditions existing within the project area, the type of equipment required to perform the work, the character, quality and quantity of the subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Drawings and/or Specifications. Any failure of the Contractor to acquaint himself with the available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by the Town.

§ 4.24 SURVEY, LINES, GRADES AND MEASUREMENTS

The Contractor shall employ a competent surveyor or civil engineer, registered within the Commonwealth of Massachusetts to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the Work and from time to time to verify such marks by instrument or other appropriate means.

The Town Manager or his/her designee shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire Work.

The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfittings in the Work.

§ 4.25 PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and certified as to the correct location by a Massachusetts registered professional land surveyor as directed by the Town Manager or his/her designee and at no cost to the Town.

§ 4.26 CONSTRUCTION IN STREETS

The Contractor shall note that no construction in streets is permitted after the asphalt plants have closed for the season. The Contractor's work shall be scheduled accordingly.

§ 4.27 INTERFERENCE WITH AND PROTECTION OF STREETS

The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards without delay that are acceptable to the Town Manager or his/her designee.

Streets, roads, private ways, and walks under construction and not closed shall be maintained passable and safe at all times by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Town Manager or his/her designee and the Police and Fire Departments in writing if the closure of a street or road is necessary. The Contractor shall cooperate with the Town Manager or his/her designee in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

At the end of each workday the Contractor shall fill in or cover with steel plates of adequate strength to carry traffic all open trenches, test pits or other excavations determined by the Town Manager or his/her designee to be unsafe. The roadway shall be free of construction debris and excavated material and shall be relatively smooth to provide safe passage.

The Contractor shall erect substantial barriers at the ends of open ditches; stockpiled construction materials or other obstructions and shall erect warning signs and provide adequate lights or flares to guard the barriers, trenches, and excavation.

§ 4.28 TEMPORARY ACCESS

Access to businesses and residences must be maintained at all times. The Contractor shall provide safe and ready means of ingress and egress to all stores and shops, public and private and professional offices and any other businesses or residences in the project area, both day and night, for the duration of the project.

§ 4.29 COORDINATION WITH TOWN AGENCIES

The Contractor shall supply the Police Department, Fire Department and Department of Public Works with the following information:

1. A list of streets and intersections where work will be in progress to be supplied at intervals as required by the Town Manager or his/her designee.
2. Immediate notification of any utility breaks.

§ 4.30 TREE REMOVAL AND CUTTING OF BRANCHES

In the event that tree removal or branch cutting is required for the prosecution of the work, any tree removals and all cutting of tree branches shall be approved in advance by the Town Manager, or his/her designee. Pruning of roots and/or branches shall be carried out by a Certified Arborist.

§ 4.31 TREE PROTECTION

The Contractor shall exercise special care when excavating near trees. The provisions are outlined in the Special Provisions for Items 102.511 & 102.512 based on caliper size.

§ 4.32 CONSTRUCTION IN STREETS RESTRICTION

The Contractor should be aware of and become familiar with any construction in streets restrictions mandated by the Owner, which may prohibit construction in the streets between certain periods. The Contractor shall not have any claim for the extension of the time for the completion of the work under this contract as a result of this restriction.

While working in any of the conditions noted herein the contractor shall be required to provide access to local abutters and emergency vehicles at all times.

HOURS OF OPERATION

Daily restricted hours of operation shall be between 9:00 am and 3:30 pm Work restrictions shall be as follows:

ONE LANE OPERATION

Along each roadway, one lane shall remain open for vehicle traffic and one sidewalk shall remain open at all times during operations that can be performed with one lane open, such as pipe installations, manhole and utility work, sidewalk and curbing installation, etc.

DETOURS

All Detours shall be approved by Lunenburg Town Manager, or his/her designee and coordinated with the Lunenburg Police and Lunenburg Fire Department at least two weeks prior to implementation.

Approved Detours are allowed between 9:00 am and 3:30 pm ONLY.

Detours shall be allowed for construction activities that, in the opinion of the Town Manager, or his/her designee, will require the closure of both lanes of traffic. Operations such as existing pavement reconstruction or full width paving are examples of operations that may require a road closure.

The Contractor is required to provide the proper amount of equipment and manpower to perform these operations in an efficient manner.

§ 4.33 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. Take every precaution against injuries to persons or damage to property.
2. Store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not duly interfere with the progress of his work or the work of any other contractors.
3. Place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work.
4. Clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Before final payment, remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
6. Effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Town Manager or his/her designee, not to cut or otherwise alter the work of any other Contractor.

§ 4.34 NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or officials, owning or having charge of publicly or privately-owned utilities, of his intention to commence operations affecting such utilities, at least one month in advance of the commencement of such operations, and the Contractor shall at the same time file a copy of such notice with the Town Manager or his/her designee. Before the Contractor begins any work or operations which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them.

A list of the names and addresses of the utilities owners that have utility services in the Town and within the project limits is included as part of this Contract. The information contained within the list was established using available resources and is subject to change. The Contractor shall coordinate utility contacts with the Town and the Engineer at the Preconstruction Meeting.

The Contractor shall mark out limits and request a dig safe of the project areas as needed and in advance of his/her operations. The Contractor shall review the project area after the dig safe is complete to review the information marked for potential conflicts with the proposed work.

Dig Safe Center 1-888-DIG-SAFE (1-888-344-7233)

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the protection of utilities as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed, therefore.

The Contractor shall be required to furnish all labor, materials, and equipment necessary to protect underground structures and electrical vaults within the project site from construction debris and water penetration. When underground structures or electrical vault roofs are excavated, the Contractor shall be responsible for maintaining security of these structures or electrical vaults against unauthorized access. The Contractor shall be responsible for leaving the structures and vaults in a state of water tightness equal to that existing at the commencement of the contract.

§ 4.35 COMPLIANCE WITH NOISE ORDINANCE

The Contractor shall adhere to the Town of Lunenburg Noise Ordinance, as amended.

§ 4.36 OPEN EXCAVATIONS

All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Town. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

§ 4.37 OCCUPYING PRIVATE PROPERTY

The Contractor shall not enter upon or occupy with men, tools, equipment or materials any property outside the rights-of-way or property of the Owner, except after the consent of the Owners or their agents.

§ 4.38 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, without additional compensation, take every measure necessary for the protection of personnel and property, including the employment of necessary warning devices, barricades, signs, special apparel, etc., in the performance of the work. The Contractor, shall, without additional compensation, be required to provide safe and convenient access to all abutters at all times, except as may be authorized in writing by the Town Manager, or his/her designee.

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zones to all streets and all abutting properties at all times. Unless otherwise approved by the Town Manager, or his/her designee, one lane shall be open to through traffic at all times during the execution of the work. The Contractor shall at all times provide access to public and private lots and alleys in the work area or arrange 24 hours in advance for disruption in access.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

Before the start of work, the Contractor shall post all locations in compliance with the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall familiarize himself with the provisions of the MUTCD Part VI Construction and Maintenance. During construction, the Contractor shall provide traffic warning devices that conform to the MUTCD and Town of Lunenburg Traffic Regulations in order to properly protect traffic and pedestrians from the Work. The Contractor shall be responsible for providing, positioning, repositioning, maintaining and removing signs through the course of the project as deemed necessary by the Town Manager, or his/her designee.

When it is deemed necessary by the Town Manager, his/her designee, or the Chief of Police, that detail Police Officers are needed they will be provided by the Contractor. The Town shall reimburse the Contractor for the cost of the Police Detail upon presentation of the cancelled check. It is the Contractor's responsibility to cancel a Police Detail at a minimum of four hours in advance of the start of the shift if conditions so warrant. The Contractor shall not be reimbursed for Police Details if the Contractor fails to show for the job or if the Contractor fails to cancel the detail with adequate advance notice. This provision of Police Details shall not relieve the Contractor of the responsibility of providing proper traffic control devices when operating adjacent to the roadway while it is open to the public. Any costs associated with these devices are the responsibility of the Contractor and shall be accounted for in the Unit Costs unless otherwise provided for.

The Contractor shall provide sufficient fencing, barricades and signage and otherwise provide for security around all excavations and stockpiles. Cost for these items shall be included in the Unit Costs for the Items of Work.

The above provisions represent minimal requirements for maintenance of traffic and safety and may be modified at the discretion of the Town Manager, or his/her designee.

§ 4.39 PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, trees, shrubs, grass and landscaping shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Town Manager, or his/her designee, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility.

Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation, therefore.

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc. will occur.

The contract drawings indicate the approximate location in plan of known subsurface and overhead utilities. The Contractor shall satisfy himself to the exact location of subsurface and overhead utilities through his own research.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Town Manager, or his/her designee, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Town Manager, or his/her designee will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed, therefore.

In case of damage to utilities, the Contractor shall promptly notify the owner and shall, if requested, furnish manpower under the owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the impacted utility company. The cost of such repairs shall be borne by the Contractor without compensation, therefore.

The work to be done under this contract may necessitate changes in properties of utility companies listed elsewhere in this document. Immediately after executing the contract the Contractor shall confer with the owners of all utilities in order that relocations may be made at times consistent with operation of this contract.

The Contractor shall notify utility companies in writing at least 72 hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way and shall notify Dig Safe at Telephone Number 1-888-344-7233.

§ 4.40 SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 as amended) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to make themselves familiar with the requirements of these regulations.

§ 4.41 NOT USED

§ 4.42 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Town Manager or his/her designee.

§ 4.43 PRECAUTIONS UNDER ELECTRIC LINES

The Contractor's attention is directed to the Occupational Safety and Health Administration, 29 CFR Part 1926, relating to construction equipment clearances at overhead electric lines based on voltage.

For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.

§ 4.44 WORK DONE BY OTHERS

Relocation of all private utilities made necessary by the construction of this project, will be accomplished by the respective utility companies, at their expense.

§ 4.45 DRAINAGE

The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the travel ways and construction area. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

No separate payment will be made for the maintenance of the existing drainage system or for diverting flow or pumping or plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.46 CONSTRUCTION IN STREETS

The Contractor should note that no construction in streets is permitted after the asphalt plants have closed for the season. The Contractor's work should be scheduled accordingly.

§ 4.47 WORK DURING INCLEMENT WEATHER

No work shall be done under these Specifications except by permission of the Town Manager or his/her designee when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the Town, shall suspend all work until instructed to resume operations by the Town and the Contractor Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor. No earth fill or embankment shall be placed upon frozen material. If there is a delay in the Work due to the weather conditions, the necessary precautions must be taken to bond new Work to old.

§ 4.48 INTOXICATING CHEMICALS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating chemicals upon or about the work.

§ 4.49 GUARANTEE

The Contractor guarantees that the work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate.

If at any time within the said period of guarantee, any part of the work requires repairing, correction or replacement, the Town may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Town within 10 days from the date of receipt of such notice or having commenced fails to prosecute such work with diligence, the Town may employ other persons to make said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

Nothing contained in the Section shall be construed as a limitation as to any and all rights the Town may have against the Contractor for any neglect or for any breach of this Provision

§ 4.50 INSUFFICIENCY OF SAFETY PRECAUTIONS

If, at any time, in the judgment of the Town Manager or his/her designee, the Work is not properly made safe in regard to public travel, persons on or about the Work, or public or private property, the Town Manager or his/her designee shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguard into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Town Manager or his/her designee may put the work into such condition that it shall be in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Town Manager or his/her designee or Town in so doing. Such action of the Town Manager or his/her designee or failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards, or damages resulting from by reason of, or in connection with the failure to take precautions or the insufficiency of the safety precautions taken by him or by the Town Manager or his/her designee acting under authority of this section.

§ 4.51 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

§ 4.52 SITE INFORMATION NOT GUARANTEED

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or Grounds for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 5

Add the following paragraph to Section 5.1.2:

The CONTRACTOR shall submit one copy of each of his subcontracts to the ENGINEER and demonstrate the subcontractor's ability to complete the portion of the work he/she is charged with. This shall include compliance with contract requirements.

§ SUPPLEMENTAL CONDITION TO ARTICLE 7

Add the following to the end of Section 7.2.1:

There have been no reports of explorations and tests of subsurface conditions utilized by the ENGINEER in preparation of the Contract Documents. All existing structures and subsurface structures identified by the ENGINEER were based on the best information available.

Add the following at the end of subsection 7.3.1:

The Town reserves the right to increase or decrease quantities as directed by the Director of Public Works or his representative. The Town also reserves the right to change locations of the work as directed by the Director of Public Works or his representative.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 8

Add the following Sub-Sections to Section 8.3

§ 8.3.5 The ENGINEER shall evaluate CONTRACTOR's request for extension of Contract Time as follows:

- a. The ENGINEER will determine whether the amount of labor (man-hours) reasonably correlates to the magnitude of the addition or reduction of the work.
- b. If the labor requested is determined reasonable, the ENGINEER shall evaluate the impact the additional labor has on the rate of the entire crew. This evaluation will consider whether the addition in work is critical to the CONTRACTOR's schedule and, if critical, to what extent the progress of the CONTRACTOR's overall crew is affected.
- c. The CONTRACTOR shall provide the ENGINEER with all information necessary for ENGINEER to make this analysis.

§ 8.3.6 The CONTRACTOR is not entitled to any time extension until the CONTRACTOR's scheduled completion date exceeds the contract completion date.”

§ 8.3.7 No Damages for Delay: The CONTRACTOR shall not be entitled to damages for any delay regardless of the cause of the same. The CONTRACTOR’s only remedy in the event of a delay shall be an extension of the Contract Time and only to the extent allowed in the Contract documents.”

Add the following to Sub-Section to Section 8.4:

§ 8.4.2 The Bid and the Agreement contain paragraphs specifying the Contract Time stated as a number of consecutive calendar days following execution of the Contract, and the dollar amount of liquidated damages to be paid to the Town for each calendar day beyond the specified completion period that the work remains uncompleted.

§ 8.4.3 The date of beginning and the Contract Time for the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

§ 8.4.4 The CONTRACTOR shall proceed with the work at such rate of progress to insure Final Completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the Town, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

§ 8.4.5 If the CONTRACTOR shall fail to fully complete the work within the Contract Time, or extension of time granted by the Town, then the CONTRACTOR will pay to the Town the amount for liquidated damages as specified in this Section 8.4 for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the BID and Agreement.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 9

Substitute the second sentence of section 9.6.1 with the following paragraph:

The owner shall withhold a retainage equal to five (5) percent of each partial payment. This will be reduced to the amount determined by the Town and Town Manager to be necessary to assure completion of the work, or cover claims against the Contractor, after the date of Substantial completion.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 11

Add the following Sub-Section:

§ SC 11.4.2 CONTRACTOR'S LIABILITY INSURANCE AMOUNTS REQUIRED

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance

a. Workers Compensation, etc. under the General Conditions:

State: Statutory

Applicable Federal Statutory

Employer's Liability: \$1,000,000.

b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protection; Products Liability and Completed Operations; Broad Form Property Damage); Bodily Injury (including completed operations and products liability for up to 3 years after the completion of the project):

\$ 1,000,000. Each Occurrence

\$3,000,000. Annual Aggregate

Property Damage:

\$ 1,000,000. Each Occurrence

\$3,000,000. Annual Aggregate

Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages.

Personal Injury, with employment exclusion deleted

\$ 3,000,000. Annual Aggregate

c. Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000. Each Person

\$1,000,000. Each Occurrence

Property Damage:

\$1,000,000. Each Occurrence

or a combined single limit of \$ 2,000,000

d. Contractual Liability:

Bodily Injury:

\$1,000,000. Each Occurrence

Property Damage:

\$1,000,000. Each Occurrence

\$2,000,000. Annual Aggregate

e. Umbrella Liability, Body Injury + Property Damage combined
including completed operations

\$5,000,000.

Add the following at the end of Paragraph 11.1.3:

Certificates from the insurance carrier shall be filed in triplicate with the Town and shall state the type of coverage, limits of liability and the expiration date on each certificate.

With respect to insurance identified in paragraphs: 11.1.3, 11.1.4, 11.1.5, and 11.1.7 (Comprehensive General Liability), such insurance shall name the **TOWN OF LUNENBURG** and **WORLDTECH ENGINEERING, LLC** as additional named insured.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 12

Add the following Section to Article 12:

§ 12.4 DIMENSIONS AND LOCATIONS

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

The Contractor shall field locate and furnish swing ties to the Town and the Engineer for utility structures within the project limits prior to reclamation and paving activities.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 13

Add the following Sections to Article 13:

§ 13.12 MATERIALS REMOVED AND STACKED

The Contractor shall carefully remove and store these materials at a site designated on the project by the Town Manager or his/her designee for their subsequent removal by the Town or transported to a location within the Town specified by the Town Manager or his/her designee, or legally disposed of as directed by the Town Manager or his/her designee. The Contractor furnishes any necessary equipment and labor for loading the material on the Town's trucks. Payment for this work shall be included in respective bid items.

§ 13.13 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installation in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

§ 13.14 DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked by the Town Manager or his/her designee, shall become the property of the Contractor and shall be removed from the site during the construction period and disposed of legally. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

§ 13.15 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, the Contract shall be read and enforced as though they were included herein and such provision shall prevail over any inconsistent language herein. If through mistake or otherwise any such provision is not inserted then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

§13.16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Discriminatory employment practices by contractors, subcontractors and suppliers of goods and services based on race, color, religion, national origin, ancestry, age or sex are prohibited. Contractors and suppliers of goods and services shall give written notice of their commitment to non-discrimination to any labor union, association or brotherhood with which they have a collective bargaining or other agreement.

The Contractor shall not discriminate against or exclude any person from participation herein on Grounds of race, religion, color, sex, age or national origin, and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status or national origin.

§ 13.17 LIENS

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished or delivered to or for the work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

§ 13.18 NOTICES, COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Town with reproductions of all permits, licenses and receipts for any fees paid. The Town represents that it has disclosed to the Contractor all orders and requirements known to the Town of any public authority particular to this Agreement.

If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Town in writing, and any necessary changes shall be accomplished by appropriate modification.

If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Town immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

§ 13.19 PRICE ADJUSTMENT

Notwithstanding any general or special law to the contrary, this contract shall be subject to the provisions stated in Chapter 303 Section 60 and Chapter 86 of the Acts of 2008 relative to energy escalation. A price adjustment for liquid asphalt and Portland Cement shall be made on a monthly basis when the monthly change exceeds +/- 5 percent. Base prices for this contract shall be the New Method period prices posted on the MassDOT website, <https://www.mass.gov/service-details/2020-massdot-contract-price-adjustments>, for the month of the Contract bid opening.

§ 13.20 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

CHANGE ORDER FORM

Project Number_____

Contract Amount (As Bid).....\$

Net Change in Contract Price (all other Change Orders).....\$

This Change Order extends the time to complete the Work by _____calendar days.

This Change Order checked by: _____

This Change Order is requested by _____

Consultant Engineer

PE #

Date

Contractor

Date

Town _____ Date _____

By: _____
Certification Officer

Date

CHANGE ORDER FORM

Page 2 of 2

Public Entity _____

Project Number _____ Contract Number _____ Change Order Number _____

Contract Title _____

Town's Name : _____

Town's Address _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

SECTION 00820b

CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE _____

CONTRACT DESCRIPTION: _____

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request for construction Contract Work dated _____, represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Agreement and authorized changes.

Date

CONTRACTOR

Signature

Title

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the Work identified on the Final Estimate represents full compensation for the actual value of Work completed and that the Work has been completed in accordance with the terms of the Agreement and authorized changes. This certification is provided in accord with the terms of General Condition Article 14.

WORLDTECH ENGINEERING, LLC

Date

Signature

Title

FINAL ACCEPTANCE OF TOWN

I, as representative of the Town, accept the above Final Certifications and authorize Final Payment in the amount of \$_____ and direct the Contractor's attention to the General Conditions - Article 14. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires one (1) year from the date of this Final Acceptance.

OFFICE OF THE TOWN MANAGER
LUNENBURG, MASSACHUSETTS

Date

Authorized Representative

Signature

END OF SECTION

SECTION 00850

INCORPORATION OF APPLICABLE PROVISIONS OF THE
MASSACHUSETTS GENERAL LAWS

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 00860

TOWN OF LUNENBURG NOISE ORDINANCE

SECTION 00900

SUPPLEMENTAL SPECIFICATIONS

SCOPE OF WORK

General

The work to be done under this contract shall be in accordance with these Special Provisions and includes the construction of sidewalks and ADA/AAB compliant pedestrian curb ramps at three locations along Main Street in the Town of Lunenburg.

Rehabilitation Work Required

The scope of work shall follow the conceptual plans and contract items included herein. The proposed work under this contract includes installation of new granite curbing, fine grading and compacting, constructing new cement concrete sidewalks and driveway aprons to meet ADA/AAB requirements, constructing ADA/AAB compliant pedestrian curb ramps, minor drainage system adjustments, removing / resetting or replacing roadway signage, pavement markings, safety controls and signing for construction operations, and other incidental items and related work as directed by the Town Manager. All work shall be performed in accordance with the relevant provisions of the MassDOT Standard Specifications and these Special Provisions.

PRECONSTRUCTION PHOTOGRAPHS/VIDEO REQUIRED

The Contractor shall provide digital photographs or a digital video of all streets prior to the commencement of work. The photographs and or video shall be taken in detail at the back of sidewalk, walks, walls, and driveways to assess the condition of the abutting property before construction begins. The Contractor shall provide a digital copy of the preconstruction photographs and/or video to the Lunenburg DPW in either compact disk or USB device for download.

FINISHED GRADES

In general the final grades of the proposed roadways shall be consistent with the existing condition grades except that the final sidewalk and wheel chair ramps shall comply with all ADA and AAB regulations for cross slopes and ramps slopes. The contractor shall meet all existing grades at driveways, walks and walls, etc. The contractor shall use caution when working along the front of existing retaining walls so as not to undermine the wall; any patching required on the face of abutting walls shall be considered incidental to the work.

The Town of Lunenburg reserves the right to change, modify, increase, or decrease the limits of work. All work shall be performed in accordance with these Specifications.

All work done under this contract shall be in conformance with the Massachusetts Department of Transportation-Highway Division latest editions of the STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, and all SUPPLEMENTAL SPECIFICATIONS, MASSDOT ENGINEERING DIRECTIVES, CONSTRUCTION STANDARD DETAILS, THE STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, the STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, THE WORK ZONE SAFETY GUIDELINES, THE STANDARD TRAFFIC CONTROL PLANS, the CONTRACT PLANS, and these SPECIAL PROVISIONS.

Town of Lunenburg
Complete Streets Project – Three Locations

Office of the Town Manager
Contract No. 21-001

Note: All work in this contract shall conform to all the rules and regulations of the ARCHITECTURAL ACCESS BOARD (521 CMR 1.00 et. seq.) and MASSDOT's 2017 Construction Standard Detail and all relevant Engineering Directives.
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COVID 19 GUIDELINES AND PROCEDURES

Commonwealth of Massachusetts COVID-19 GUIDELINES AND PROCEDURES FOR ALL CONSTRUCTION SITES AND WORKERS AT ALL PUBLIC WORK dated March 2020 as amended shall be adhered to.

It is the Contractor's responsibility to stay current with any changes or addendums issued to these guidelines. For copies of the guidelines go to:

<https://www.mass.gov/covid-19-guidelines-and-procedures-for-all-construction-sites-and-workers-at-all-public-work>

These Guidelines and Procedures will remain in effect until further notice. At the start of the Work the Contractor is required to submit a letter to the Town and the Engineer certifying that the Contractor is in compliance with CDC, OSHA and the Commonwealth's COVID-19 guidelines. The certification applies to the general contractor as well as all subcontractors engaged with the Work covered under this contract. No Work will be allowed to begin until the letter is submitted and approved by the Engineer.

All costs associated with compliance with this provision are considered to be incidental to the contract cost and therefore the Contractor will not be entitled to any additional compensation.

EROSION CONTROL

Attention shall be called to erosion and sediment control measures required during construction operations. The Contractor shall be required install interim measures to eliminate washouts of gravel subbase material in roadway gutters during heavy rain events. Materials and labor associated with the interim measures shall be considered to the Items of this Contract.

The use of temporary mix, at the Contractors expense, to stabilize roadway gutters is allowed under this Contract. If washouts occur on roadways under construction, the Contractor shall prioritize site clean-up with the assistance of a mechanical sweeper. The Contractor will not be permitted to work onsite until roadways are cleaned and approved by the Town Manager or the Engineer.

ITEM 697.1

SILT SACK

EACH

The work under this item shall conform to the Standard Specification Section 227, as directed by the Town, and the following:

GENERAL

Contractor shall provide and maintain silt sacks at all existing and proposed catch basins within the project limits and immediately downstream of construction activities for the prevention of silt and sediment from the construction site from entering the storm water collection system, and as directed by the Town Manager.

Silt sacks shall be installed in existing catch basins to be retained, proposed catch basins, gutter inlets, and structure change in types (DMH to CB) within the project limits, and immediately downstream of construction activities until final paving operations are complete.

MATERIALS

The silt sack shall be manufactured from a woven polypropylene fabric with an oil-absorbent pillow insert or made completely from an oil-absorbent fabric with a woven pillow insert that meets or exceeds the following specifications.

PROPERTIES	TEST METHOD	UNITS
Grab Tensile Strength	ASTM D-4632	265 LB
Grab Tensile Elongation	ASTM D-4632	20%
Puncture	ASTM D-4833	135 LB
Mullen Burst	ASTM D-3786	420 PS
Trapezoid Tear	ASTM D-4533	45 LB
UV Resistance	ASTM D-4355	90%
Apparent Opening Size	ASTM D-4751	20 US SIEVE
Flow Rate	ASTM D-4491	200 GAL/MIN/SQ FT
Permittivity	ASTM D-4491	1.5 SEC-1

CONSTRUCTION METHODS

The work under this Item shall include the periodic maintenance of the sacks that have become clogged with debris. The Contractor shall keep silt sacks clear during construction and shall not remove them until placement of pavement overlay or top course is in place and the seeded areas have taken root. The cost of replacing the silk sack shall be incidental to this item. No separate payment shall be for additional silt sacks used at a single location.

The Contractor shall be responsible for field measuring all existing and new drainage structures to ensure that the proper size sediment collection sack is provided for each structure.

ITEM 697.1 (Continued)

Disposal of Accumulated Material

All material removed from the silt sacks shall be properly handled and disposed of by the Contractor in accordance with all Massachusetts Department of Environmental Protection (DEP) regulations, policies and guidelines. The Contractor shall monitor the condition of silt sacks after each rainstorm and during major rain events to ensure sacks are kept clean.

Material removed shall be transported immediately to the place of disposal in machines or trucks that will not spill the material along the roadway. Any material falling on the roadway shall be removed at the Contractor's own expense.

Note: The Contractor should be aware that many landfills may require testing and analysis of the material prior to accepting it for disposal at the facility. The Contractor shall be aware that in the event that the test results indicate a hazardous waste that cannot be land filled. The Contractor shall be responsible for all costs associated with adhering to special regulations regarding disposal of waste materials removed from silt sacks.

BASIS OF PAYMENT

Payment for this item shall be at the contract unit price for Item 697.1 Silt Sack per Each. Such payment shall be considered full compensation for providing and installing, maintaining and removing silt sacks in locations as requested by the Town Manager. Such payment shall constitute full compensation for installing and maintaining silt sack for the duration of the project.

ITEM 748.

MOBILIZATION

LUMP SUM

The work under this Item shall conform to the relevant provisions of Section 701 of the Standard Specifications and the following:

GENERAL

This item shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of all contractor's field offices, staging areas, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to beginning work. The unit bid price for Item 748, Mobilization shall not exceed 3% of the contract bid total, exclusive of this item. Failure to observe this requirement may result in rejection of the bid.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Payment for Item 748. Mobilization will be made on a lump sum basis. The first payment of one third of the lump sum price for Mobilization or 1% of the total bid price, whichever is less, will be made on the first payment application. The second payment of one third of the lump sum price for Mobilization or 1% of the total bid price, whichever is less, will be made following the completion of 5% of the total Contract price. The third payment of one third of the lump sum price for Mobilization or 1% of the total bid price, whichever is less, will be made following the completion of 10% of the total Contract price. Upon completion of all the work on the project, payment of any amount bid for Mobilization in excess of the total amount previously paid, will be paid.

ITEM 824.201 RECTANGULAR RAPID FLASHING BEACON (SOLAR) LUMP SUM LOCATION 1

All work under these items shall be in accordance with Section 800 of the Standard Specifications, the Plans, and the following:

DESCRIPTION

The work shall include furnishing and installing a solar-powered, pedestrian actuated, rectangular rapid flashing beacon (RRFB) system at the follow locations shown in the plans. RRFBs are intended to provide supplemental warning to approaching vehicles of the potential for pedestrians to be crossing in an adjacent crosswalk.

MATERIALS

An RRFB system shall, at a minimum, consist of the following items, which shall be included in the lump sum bid:

- (2) concrete foundations;
- (2) 15' traffic signal posts and pedestals;
- (2) APS pushbutton systems;
- (4) dual rectangular yellow LED beacons in NEMA enclosures with side LED indicators;
- (2) 9"x12" R10-25 (PUSH BUTTON TO TURN ON WARNING LIGHTS) signs;
- (4) 30"x30" W11-2 (Pedestrian Warning) signs;
- (2) 24"x12" W16-7PR and (2) 24"x12" W16-7PL (Diagonal Downward Arrow) signs;
- (2) solar panels;
- (2) NEMA Type 3R or higher enclosures to house:
 - Electrical components, including wiring and solid-state circuit boards;
 - On-board user interface;
 - Battery; and
 - Frequency hopping spread spectrum (or other alternate FCC approved) wireless activation unit with a minimum 150' range; and
- All mounting and supporting hardware and wiring necessary to complete a working system.

RRFB controller and LED beacons, APS pushbutton systems, and traffic signal posts and pedestals shall be listed on the Qualified Traffic Control Equipment List. Pedestals shall be cast iron.

All hot dipped galvanized steel signal components including posts, bases, caps and hardware, and control cabinet, shall be powder coated "Gloss Black" as described below.

The light intensity of the LED beacons during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January, 2005. An automatic signal dimming device shall be included to reduce the brilliance of the LED beacons during nighttime conditions.

ITEM 824.201 (Continued)

All signs shall be MUTCD-compliant. R10-25 signs shall have a black border and legend on a white background. W11-2, W16-7PR, and W16-7PL signs shall have a black border and legend on a fluorescent yellow-green background. All sign sheeting materials shall be per Subsection 828.41.

R10-25 signs may be integrated into the APS pushbutton system as a single unit or mounted separately on Type A aluminum.

W11-2, W16-7PR, and W16-7PL signs shall be Type A aluminum per Subsection 828.42.

Any proprietary software required for the programming and/or operation of the system shall be included at no additional cost.

The solar panels shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45° to 60° and each assembly shall be mounted on a 360° rotatable pole cap mount to facilitate adjustment for maximum solar collection and optimal battery strength. The solar panel assemblies shall be rated for 90 mph wind conditions.

The batteries shall conform to Battery Council International specifications and have a capacity allowing up to 30 days of autonomy without sunlight and varying with ambient temperature and number of activations. The batteries shall be rated for a minimum lifespan of 3 years. Batteries shall be replaceable independently of other components.

The solar panels and battery shall have a minimum operating temperature range of -40° to 122°F (-40° to 50°C).

The Contractor shall provide shop drawings and calculations to confirm solar panel sizing and battery/solar energy storage will meet the functional requirements of the system.

FUNCTIONAL REQUIREMENTS

The RRFB system shall remain dark until pedestrian actuation.

Upon actuation, all LED beacons shall activate and flash in a rapidly flashing sequence. Each sequence shall last 800 milliseconds and there shall be 75 sequences per minute. The sequence shall be the same for each pair of LED beacons in an enclosure and shall be as follows:

1. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.
2. Both RRFB indications shall be dark for approximately 50 milliseconds.
3. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
4. Both RRFB indications shall be dark for approximately 50 milliseconds.
5. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

ITEM 824.201 (Continued)

6. Both RRFB indications shall be dark for approximately 50 milliseconds.
7. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
8. Both RRFB indications shall be dark for approximately 50 milliseconds.
9. Both RRFB indications shall be illuminated for approximately 50 milliseconds.
10. Both RRFB indications shall be dark for approximately 50 milliseconds.
11. Both RRFB indications shall be illuminated for approximately 50 milliseconds.
12. Both RRFB indications shall be dark for approximately 250 milliseconds.

The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second.

All RRFBs within the system shall commence and cease operation simultaneously.

The length of the flashing cycle upon actuation and the minimum allowable time between actuations shall be per the plans. These settings shall be user-programmable through the on-board user interface. No-fee wireless (Wi-Fi, Bluetooth®, etc.) may be used as an alternative programming method.

Each APS pushbutton shall have a tactile arrow and locator tone. The tactile arrow shall be oriented to point in the direction of the crosswalk. The locator tone shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. The locator tone shall be set 2 to 5 dBA above ambient sound, shall automatically adjust intensity, but cap at a maximum volume of 100 dBA. The tone shall be audible whenever the LED modules are not active.

Upon activation of the LED modules, a speech message shall state, “Yellow lights are flashing.” This message shall be stated twice. No vibrotactile or percussive indications shall be used.

If a pushbutton is pressed before the minimum time between actuation intervals is met, a speech message shall state, “Wait,” and the locator tone shall resume until the LED modules activate.

CONSTRUCTION METHODS

No work shall commence until the shop drawings are approved.

Layout and design of the RRFB system shall conform to the plans.

Foundation installations shall be per Subsection 801.62. The top of the foundation shall be ¼” to 1” proud of the sidewalk and chamfered at 45 degrees. Gaps between the sidewalk and foundation shall be no larger than ¼” and grouted with preformed joint filler.

The Contractor shall diagnose and replace any part of the pedestrian activated warning system that is found to be defective in workmanship, material, or manner of functioning within six months of final acceptance by the Engineer. This requirement does not supersede the one-year warranty period on materials specified in Subsection 815.20.

ITEM 824.201 (Continued)

SPECIFIC REQUIREMENTS FOR EQUIPMENT COLORS AND FINISHES

All hot dipped galvanized steel signal components including posts, bases, caps and hardware, and control cabinet, shall be powder coated “Gloss Black” to meet the following criteria.

Powder Coating Requirements for Galvanized Steel

Powder Coating shall be Black. The manufacturer shall certify that the powder coating, preparation and pretreatments will be performed to meet the following criteria:

Powder Coating Requirements for Galvanized Steel

Powder Coating shall be “Polished Black”, 65% gloss. The manufacturer shall certify that the powder coating, preparation and pretreatments will be performed to meet the following criteria:

- Powder Coating formulation shall be (TGIC) Polyester
- Finish shall be smooth 65% semi-gloss meeting ASTM BS2955
- Coatings shall have a minimum cured thickness of not less than 2.0 Mils (.002 inches)
- Salt Spray Resistance of the final product shall have zero undercutting @ 500 hours of exposure based on test methods that meet or exceed ASTM B-117.
- The finished coating shall pass 2H Pencil hardness testing based on ASTM D-3363
- The finished coating shall have adhesion properties that meet ASTM D-3359/Method B – Rating result shall be not less than 5B. *(Note: The owner reserves the right to perform adhesion testing on site using test method A or B)*
- Impact Resistance of the finished coating shall meet ASTM D-2794
- Flexibility of the powder coating when fully cured shall meet ASTM D-522 over a 1/4” mandrel.
- Abrasive Resistance Qualities shall meet or exceed ASTM D4060 requirements

Substrate preparation for galvanized metals prior to coating application shall be as follows:

Powder Coated Galvanized Steel surfaces shall be pre-treated with a Phosphate Conversion Coating meeting BS3189/1959, Class C for zinc phosphate using a five-stage process including alkali de-grease, rinse, zinc phosphate (applied by either spray or dip), followed by two rinses.

Substrate preparation for Aluminum components prior to coating application shall be as follows:

Powder Coated Aluminum surfaces shall be pre-treated with a Chromate Conversion Coating. The coating weight shall be 0.1-0.5g/m². Chromate Conversion Coating shall be applied using a five-stage process including alkali de-grease, rinse, chromate conversion followed by two rinses. The treated surfaces shall be powder coated as soon as the pre-treatment is dry.

Quality Control

The powder coating facilities shall be owned and operated by the pole manufacturer to ensure a quality coating system.

ITEM 824.201 (Continued)

BASIS OF PAYMENT

Item 824.201 shall be paid by Lump Sum per location which will include all items necessary to install and operate the RRFB at each approach of the respective crosswalk, including signal assemblies, concrete foundations, anchor posts, poles, arrays of RRFB indications, push button assemblies, controller unit(s), antennas, mounting hardware, batteries, conduit, components, and all labor, materials, equipment and incidental costs required to complete the work.

Warning signs and instructional signs mounted on the signal post with the RRFB will be paid for separately under Item 832. Warning, Regulatory, and Route Marker, Aluminum Panel (Type A).

ITEM 874.2 **TRAFFIC SIGN REMOVED AND RESET** **EACH**

The work to be done under this Item shall conform to Mass Highway Signs and Supports, Drawing Number TR.1.2 and the following:

Signs shall be installed to the locations shown on the General Plans sheets in the plans.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Items 874.2 will be measured and paid for at the Contract unit price per Each, which price shall include all labor, equipment, materials, and incidental costs required to complete the work.

ITEM 874.41 **TRAFFIC SIGN REMOVED AND DISCARDED** **EACH**

The work under this Item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

Work under this item shall include the dismantling, removal and satisfactory disposal of the existing roadside traffic sign and street sign posts as directed by the Town Manager, or her designee including the removal and disposal of the signs and their foundations.

The work shall include removing the supports, excavating the existing foundation, the disposal of the concrete and supports, the backfilling with compacted gravel of the holes resulting from the excavation and removal of the supports and the replacement, in kind, of any surface material disturbed.

The existing posts and signs shall not be removed until the new posts and signs and structures replacing them are ready for installation or until the Engineer orders their removal.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 874.41 will be paid for at the Contract unit price per EACH, which price shall include all labor, materials, equipment, excavation and disposal of the existing foundations, supplying and lacing of gravel backfill and compaction, and the restoration or replacement in kind of disturbed surfaces and all incidental costs required to complete the work.

ITEM 999.

POLICE DETAILS

HOURLY

GENERAL

Work under this item shall consist of the furnishing of Police Details at project locations as directed by the Town Manager. The decision to use a police detail at a specific project location shall be based upon the Town's review of the Contractor's Traffic Management Plan (TMP) for the location.

It is the Contractor's responsibility to cancel a Police Detail in a timely fashion. The Town will not reimburse the Contractor for a Police Detail when the cancellation notice is not given in a timely fashion. Lateness or failure to show on the part of the Contractor or inclement weather shall not excuse the Contractor from the obligation to give adequate notice to the Police Department. Payment for Police Details not cancelled as required will be the responsibility of the Contractor.

BASIS OF PAYMENT

Work under this Item shall be paid at the Contractor bid price per Hour under Item 999, as stated in the bid documents and shall be based on reimbursement of cancelled checks from the Contractor for Police Details used on the project.

“ATTACHMENT A”

DEPARTMENT OF LABOR AND STANDARDS

PREVAILING WAGE RATES



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Lunenburg
Contract Number: **City/Town:** LUNENBURG
Description of Work: The work to be done under this contract shall include the construction of sidewalks and ADA/AAB compliant pedestrian curb ramps at three locations along Main Street in the Town of Lunenburg.
Job Location: Main Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	02/01/2021	\$53.61	\$11.39	\$21.41	\$0.00	\$86.41
	08/01/2021	\$55.01	\$11.39	\$21.57	\$0.00	\$87.97
	02/01/2022	\$55.59	\$11.39	\$21.57	\$0.00	\$88.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.81	\$11.39	\$21.41	\$0.00	\$59.61
2	60	\$32.17	\$11.39	\$21.41	\$0.00	\$64.97
3	70	\$37.53	\$11.39	\$21.41	\$0.00	\$70.33
4	80	\$42.89	\$11.39	\$21.41	\$0.00	\$75.69
5	90	\$48.25	\$11.39	\$21.41	\$0.00	\$81.05

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.57	\$0.00	\$60.47
2	60	\$33.01	\$11.39	\$21.57	\$0.00	\$65.97
3	70	\$38.51	\$11.39	\$21.57	\$0.00	\$71.47
4	80	\$44.01	\$11.39	\$21.57	\$0.00	\$76.97
5	90	\$49.51	\$11.39	\$21.57	\$0.00	\$82.47

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2020	\$41.05	\$8.60	\$17.47	\$0.00	\$67.12
LABORERS - FOUNDATION AND MARINE	06/01/2021	\$42.07	\$8.60	\$17.47	\$0.00	\$68.14
	12/01/2021	\$43.08	\$8.60	\$17.47	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
LABORERS - FOUNDATION AND MARINE	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
LABORERS - FOUNDATION AND MARINE	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	03/01/2021	\$43.54	\$9.40	\$18.95	\$0.00	\$71.89
CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2021	\$44.19	\$9.40	\$18.95	\$0.00	\$72.54
	03/01/2022	\$44.79	\$9.40	\$18.95	\$0.00	\$73.14
	09/01/2022	\$45.44	\$9.40	\$18.95	\$0.00	\$73.79
	03/01/2023	\$46.04	\$9.40	\$18.95	\$0.00	\$74.39

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.77	\$9.40	\$1.73	\$0.00	\$32.90
2	60	\$26.12	\$9.40	\$1.73	\$0.00	\$37.25
3	70	\$30.48	\$9.40	\$13.76	\$0.00	\$53.64
4	75	\$32.66	\$9.40	\$13.76	\$0.00	\$55.82
5	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
6	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
7	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81
8	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.10	\$9.40	\$1.73	\$0.00	\$33.23
2	60	\$26.51	\$9.40	\$1.73	\$0.00	\$37.64
3	70	\$30.93	\$9.40	\$13.76	\$0.00	\$54.09
4	75	\$33.14	\$9.40	\$13.76	\$0.00	\$56.30
5	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
6	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
7	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39
8	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.72/ 3&4 \$36.75/ 5&6 \$55.37/ 7&8 \$61.45

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2020	\$22.66	\$7.21	\$4.80	\$0.00	\$34.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3**Effective Date - 04/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
2	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
3	65	\$14.73	\$7.21	\$0.00	\$0.00	\$21.94
4	70	\$15.86	\$7.21	\$0.00	\$0.00	\$23.07
5	75	\$17.00	\$7.21	\$3.80	\$0.00	\$28.01
6	80	\$18.13	\$7.21	\$3.80	\$0.00	\$29.14
7	85	\$19.26	\$7.21	\$3.80	\$0.00	\$30.27
8	90	\$20.39	\$7.21	\$3.80	\$0.00	\$31.40

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.41/ 3&4 \$19.67/ 5&6 \$26.87/ 7&8 \$29.14

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING

01/01/2020

\$45.23

\$12.75

\$22.41

\$0.62

\$81.01

BRICKLAYERS LOCAL 3 (LOWELL)

Apprentice - CEMENT MASONRY/PLASTERING - Lowell**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$50.98	\$13.50	\$15.70	\$0.00	\$80.18
	06/01/2021	\$52.08	\$13.50	\$15.70	\$0.00	\$81.28
	12/01/2021	\$53.23	\$13.50	\$15.70	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29

Apprentice - *ELECTRICIAN - Local 96*

Effective Date - 09/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.77	\$11.13	\$0.53	\$0.00	\$29.43
2	43	\$19.10	\$11.13	\$0.57	\$0.00	\$30.80
3	48	\$21.32	\$11.13	\$14.11	\$0.00	\$46.56
4	55	\$24.43	\$11.13	\$14.54	\$0.00	\$50.10
5	65	\$28.87	\$11.13	\$15.17	\$0.00	\$55.17
6	80	\$35.54	\$11.13	\$16.10	\$0.00	\$62.77

Effective Date - 09/05/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.00	\$11.57	\$0.54	\$0.00	\$30.11
2	43	\$19.35	\$11.57	\$0.58	\$0.00	\$31.50
3	48	\$21.60	\$11.57	\$14.15	\$0.00	\$47.32
4	55	\$24.76	\$11.57	\$14.58	\$0.00	\$50.91
5	65	\$29.26	\$11.57	\$15.22	\$0.00	\$56.05
6	80	\$36.01	\$11.57	\$16.16	\$0.00	\$63.74

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.35	\$15.88	\$0.00	\$0.00	\$44.23
2	55	\$31.18	\$15.88	\$19.31	\$0.00	\$66.37
3	65	\$36.85	\$15.88	\$19.31	\$0.00	\$72.04
4	70	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
5	80	\$45.35	\$15.88	\$19.31	\$0.00	\$80.54

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2021	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2020	\$45.23	\$13.00	\$15.70	\$0.00	\$73.93
OPERATING ENGINEERS LOCAL 4	05/01/2021	\$46.38	\$13.00	\$15.70	\$0.00	\$75.08
	11/01/2021	\$47.38	\$13.00	\$15.70	\$0.00	\$76.08
	05/01/2022	\$48.53	\$13.00	\$15.70	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2020	\$46.74	\$13.00	\$15.70	\$0.00	\$75.44
OPERATING ENGINEERS LOCAL 4	05/01/2021	\$47.90	\$13.00	\$15.70	\$0.00	\$76.60
	11/01/2021	\$48.91	\$13.00	\$15.70	\$0.00	\$77.61
	05/01/2022	\$50.07	\$13.00	\$15.70	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2020	\$22.73	\$13.00	\$15.70	\$0.00	\$51.43
	05/01/2021	\$23.41	\$13.00	\$15.70	\$0.00	\$52.11
	11/01/2021	\$24.01	\$13.00	\$15.70	\$0.00	\$52.71
	05/01/2022	\$24.68	\$13.00	\$15.70	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$40.75	\$13.50	\$15.70	\$0.00	\$69.95
	06/01/2021	\$41.66	\$13.50	\$15.70	\$0.00	\$70.86
	12/01/2021	\$42.61	\$13.50	\$15.70	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$24.50	\$8.60	\$16.06	\$0.00	\$49.16
	06/01/2021	\$24.50	\$8.60	\$16.06	\$0.00	\$49.16
	12/01/2021	\$24.50	\$8.60	\$16.06	\$0.00	\$49.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2021	\$46.28	\$9.40	\$19.25	\$0.00	\$74.93
	09/01/2021	\$47.08	\$9.40	\$19.25	\$0.00	\$75.73
	03/01/2022	\$47.88	\$9.40	\$19.25	\$0.00	\$76.53

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone II
Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.14	\$9.40	\$1.79	\$0.00	\$34.33
2	55	\$25.45	\$9.40	\$1.79	\$0.00	\$36.64
3	60	\$27.77	\$9.40	\$13.88	\$0.00	\$51.05
4	65	\$30.08	\$9.40	\$13.88	\$0.00	\$53.36
5	70	\$32.40	\$9.40	\$15.67	\$0.00	\$57.47
6	75	\$34.71	\$9.40	\$15.67	\$0.00	\$59.78
7	80	\$37.02	\$9.40	\$17.46	\$0.00	\$63.88
8	85	\$39.34	\$9.40	\$17.46	\$0.00	\$66.20

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.54	\$9.40	\$1.79	\$0.00	\$34.73
2	55	\$25.89	\$9.40	\$1.79	\$0.00	\$37.08
3	60	\$28.25	\$9.40	\$13.88	\$0.00	\$51.53
4	65	\$30.60	\$9.40	\$13.88	\$0.00	\$53.88
5	70	\$32.96	\$9.40	\$15.67	\$0.00	\$58.03
6	75	\$35.31	\$9.40	\$15.67	\$0.00	\$60.38
7	80	\$37.66	\$9.40	\$17.46	\$0.00	\$64.52
8	85	\$40.02	\$9.40	\$17.46	\$0.00	\$66.88

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$31.99/ 3&4 \$38.37/ 5&6 \$57.47/ 7&8 \$63.88

Apprentice to Journeyworker Ratio:1:1
FORK LIFT/CHERRY PICKER
OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS
OPERATING ENGINEERS LOCAL 4

12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR
SYSTEMS)**
GLAZIERS LOCAL 35 (ZONE 2)

01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56
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Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.49	\$13.50	\$0.00	\$0.00	\$40.99
2	60	\$29.99	\$13.50	\$15.70	\$0.00	\$59.19
3	65	\$32.49	\$13.50	\$15.70	\$0.00	\$61.69
4	70	\$34.99	\$13.50	\$15.70	\$0.00	\$64.19
5	75	\$37.49	\$13.50	\$15.70	\$0.00	\$66.69
6	80	\$39.98	\$13.50	\$15.70	\$0.00	\$69.18
7	85	\$42.48	\$13.50	\$15.70	\$0.00	\$71.68
8	90	\$44.98	\$13.50	\$15.70	\$0.00	\$74.18

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.09	\$13.50	\$0.00	\$0.00	\$41.59
2	60	\$30.65	\$13.50	\$15.70	\$0.00	\$59.85
3	65	\$33.20	\$13.50	\$15.70	\$0.00	\$62.40
4	70	\$35.76	\$13.50	\$15.70	\$0.00	\$64.96
5	75	\$38.31	\$13.50	\$15.70	\$0.00	\$67.51
6	80	\$40.86	\$13.50	\$15.70	\$0.00	\$70.06
7	85	\$43.42	\$13.50	\$15.70	\$0.00	\$72.62
8	90	\$45.97	\$13.50	\$15.70	\$0.00	\$75.17

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
SHEETMETAL WORKERS LOCAL 63	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
ELECTRICIANS LOCAL 96	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR)	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
SHEETMETAL WORKERS LOCAL 63	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER)	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
PLUMBERS LOCAL 4	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2020	\$44.10	\$13.80	\$17.14	\$0.00	\$75.04
	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.05	\$13.80	\$12.42	\$0.00	\$48.27
2	60	\$26.46	\$13.80	\$13.36	\$0.00	\$53.62
3	70	\$30.87	\$13.80	\$14.31	\$0.00	\$58.98
4	80	\$35.28	\$13.80	\$15.25	\$0.00	\$64.33

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	09/16/2020	\$48.36	\$8.10	\$25.10	\$0.00	\$81.56
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Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 09/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.02	\$8.10	\$25.10	\$0.00	\$62.22
2	70	\$33.85	\$8.10	\$25.10	\$0.00	\$67.05
3	75	\$36.27	\$8.10	\$25.10	\$0.00	\$69.47
4	80	\$38.69	\$8.10	\$25.10	\$0.00	\$71.89
5	85	\$41.11	\$8.10	\$25.10	\$0.00	\$74.31
6	90	\$43.52	\$8.10	\$25.10	\$0.00	\$76.72

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
LABORERS - ZONE 2	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70

Apprentice - LABORER - Zone 2**Effective Date -** 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.80	\$8.60	\$16.06	\$0.00	\$45.46
2	70	\$24.26	\$8.60	\$16.06	\$0.00	\$48.92
3	80	\$27.73	\$8.60	\$16.06	\$0.00	\$52.39
4	90	\$31.19	\$8.60	\$16.06	\$0.00	\$55.85

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.35	\$8.60	\$16.06	\$0.00	\$46.01
2	70	\$24.91	\$8.60	\$16.06	\$0.00	\$49.57
3	80	\$28.46	\$8.60	\$16.06	\$0.00	\$53.12
4	90	\$32.02	\$8.60	\$16.06	\$0.00	\$56.68

Notes:**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)

LABORERS - ZONE 2 (HEAVY & HIGHWAY)

12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15

Apprentice - LABORER (Heavy & Highway) - Zone 2**Effective Date -** 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.80	\$8.60	\$16.06	\$0.00	\$45.46
2	70	\$24.26	\$8.60	\$16.06	\$0.00	\$48.92
3	80	\$27.73	\$8.60	\$16.06	\$0.00	\$52.39
4	90	\$31.19	\$8.60	\$16.06	\$0.00	\$55.85

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.35	\$8.60	\$16.06	\$0.00	\$46.01
2	70	\$24.91	\$8.60	\$16.06	\$0.00	\$49.57
3	80	\$28.46	\$8.60	\$16.06	\$0.00	\$53.12
4	90	\$32.02	\$8.60	\$16.06	\$0.00	\$56.68

Notes:**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.75	\$8.60	\$16.12	\$0.00	\$59.47
	06/01/2021	\$35.67	\$8.60	\$16.12	\$0.00	\$60.39
	12/01/2021	\$36.58	\$8.60	\$16.12	\$0.00	\$61.30
	06/01/2022	\$37.48	\$8.60	\$16.12	\$0.00	\$62.20
	12/01/2022	\$38.33	\$8.60	\$16.12	\$0.00	\$63.05
	06/01/2023	\$39.23	\$8.60	\$16.12	\$0.00	\$63.95
	12/01/2023	\$40.13	\$8.60	\$16.12	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2021	\$42.57	\$11.39	\$20.14	\$0.00	\$74.10
	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.29	\$11.39	\$20.14	\$0.00	\$52.82
2	60	\$25.54	\$11.39	\$20.14	\$0.00	\$57.07
3	70	\$29.80	\$11.39	\$20.14	\$0.00	\$61.33
4	80	\$34.06	\$11.39	\$20.14	\$0.00	\$65.59
5	90	\$38.31	\$11.39	\$20.14	\$0.00	\$69.84

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2021	\$55.77	\$11.39	\$22.08	\$0.00	\$89.24
	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$11.39	\$22.08	\$0.00	\$61.36
2	60	\$33.46	\$11.39	\$22.08	\$0.00	\$66.93
3	70	\$39.04	\$11.39	\$22.08	\$0.00	\$72.51
4	80	\$44.62	\$11.39	\$22.08	\$0.00	\$78.09
5	90	\$50.19	\$11.39	\$22.08	\$0.00	\$83.66

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/04/2021	\$37.96	\$9.40	\$20.45	\$0.00	\$67.81
	01/03/2022	\$39.21	\$9.40	\$20.45	\$0.00	\$69.06
	01/02/2023	\$40.46	\$9.40	\$20.45	\$0.00	\$70.31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 3						
Effective Date - 01/04/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.88	\$9.40	\$5.58	\$0.00	\$35.86
2	65	\$24.67	\$9.40	\$16.90	\$0.00	\$50.97
3	75	\$28.47	\$9.40	\$17.92	\$0.00	\$55.79
4	85	\$32.27	\$9.40	\$18.93	\$0.00	\$60.60
Effective Date - 01/03/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.57	\$9.40	\$5.58	\$0.00	\$36.55
2	65	\$25.49	\$9.40	\$16.90	\$0.00	\$51.79
3	75	\$29.41	\$9.40	\$17.92	\$0.00	\$56.73
4	85	\$33.33	\$9.40	\$18.93	\$0.00	\$61.66
<div> Notes: Step 1&2 Appr. indentured after 1/1/2020 receive no pension, but do receive annuity. (Step 1 \$5.58, Step 2 \$6.50) Steps are 2,000 hours </div>						
Apprentice to Journeyworker Ratio:1:5						
MORTAR MIXER						
<i>LABORERS - ZONE 2</i>						
		12/01/2020	\$34.91	\$8.60	\$16.06	\$59.57
		06/01/2021	\$35.83	\$8.60	\$16.06	\$60.49
		12/01/2021	\$36.74	\$8.60	\$16.06	\$61.40
		06/01/2022	\$37.64	\$8.60	\$16.06	\$62.30
		12/01/2022	\$38.49	\$8.60	\$16.06	\$63.15
		06/01/2023	\$39.39	\$8.60	\$16.06	\$64.05
		12/01/2023	\$40.29	\$8.60	\$16.06	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)						
<i>OPERATING ENGINEERS LOCAL 4</i>						
		12/01/2020	\$23.20	\$13.50	\$15.70	\$52.40
		06/01/2021	\$23.75	\$13.50	\$15.70	\$52.95
		12/01/2021	\$24.33	\$13.50	\$15.70	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)						
<i>OPERATING ENGINEERS LOCAL 4</i>						
		12/01/2020	\$27.97	\$13.50	\$15.70	\$57.17
		06/01/2021	\$28.61	\$13.50	\$15.70	\$57.81
		12/01/2021	\$29.29	\$13.50	\$15.70	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II						
<i>OPERATING ENGINEERS LOCAL 4</i>						
		12/01/2020	\$49.45	\$13.50	\$15.70	\$78.65
		06/01/2021	\$50.54	\$13.50	\$15.70	\$79.74
		12/01/2021	\$51.68	\$13.50	\$15.70	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)						
<i>PAINTERS LOCAL 35 - ZONE 2</i>						
		01/01/2021	\$52.06	\$8.25	\$22.75	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

01/01/2021

\$42.96

\$8.25

\$22.75

\$0.00

\$73.96

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$8.25	\$0.00	\$0.00	\$29.73
2	55	\$23.63	\$8.25	\$6.16	\$0.00	\$38.04
3	60	\$25.78	\$8.25	\$6.72	\$0.00	\$40.75
4	65	\$27.92	\$8.25	\$7.28	\$0.00	\$43.45
5	70	\$30.07	\$8.25	\$19.39	\$0.00	\$57.71
6	75	\$32.22	\$8.25	\$19.95	\$0.00	\$60.42
7	80	\$34.37	\$8.25	\$20.51	\$0.00	\$63.13
8	90	\$38.66	\$8.25	\$21.63	\$0.00	\$68.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

01/01/2021

\$41.02

\$8.25

\$22.75

\$0.00

\$72.02

PAINTERS LOCAL 35 - ZONE 2

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.51	\$8.25	\$0.00	\$0.00	\$28.76
2	55	\$22.56	\$8.25	\$6.16	\$0.00	\$36.97
3	60	\$24.61	\$8.25	\$6.72	\$0.00	\$39.58
4	65	\$26.66	\$8.25	\$7.28	\$0.00	\$42.19
5	70	\$28.71	\$8.25	\$19.39	\$0.00	\$56.35
6	75	\$30.77	\$8.25	\$19.95	\$0.00	\$58.97
7	80	\$32.82	\$8.25	\$20.51	\$0.00	\$61.58
8	90	\$36.92	\$8.25	\$21.63	\$0.00	\$66.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *

01/01/2021

\$41.56

\$8.25

\$22.75

\$0.00

\$72.56

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)

01/01/2021

\$39.62

\$8.25

\$22.75

\$0.00

\$70.62

PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.25	\$0.00	\$0.00	\$28.06
2	55	\$21.79	\$8.25	\$6.16	\$0.00	\$36.20
3	60	\$23.77	\$8.25	\$6.72	\$0.00	\$38.74
4	65	\$25.75	\$8.25	\$7.28	\$0.00	\$41.28
5	70	\$27.73	\$8.25	\$19.39	\$0.00	\$55.37
6	75	\$29.72	\$8.25	\$19.95	\$0.00	\$57.92
7	80	\$31.70	\$8.25	\$20.51	\$0.00	\$60.46
8	90	\$35.66	\$8.25	\$21.63	\$0.00	\$65.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42

Apprentice - PLUMBER/PIPEFITTER - Local 4

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.14	\$9.80	\$0.00	\$0.00	\$28.94
2	50	\$23.93	\$9.80	\$0.00	\$0.00	\$33.73
3	60	\$28.71	\$9.80	\$0.00	\$0.00	\$38.51
4	70	\$33.50	\$9.80	\$6.06	\$0.00	\$49.36
5	80	\$38.28	\$9.80	\$6.06	\$0.00	\$54.14

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.54	\$9.80	\$0.00	\$0.00	\$29.34
2	50	\$24.43	\$9.80	\$0.00	\$0.00	\$34.23
3	60	\$29.31	\$9.80	\$0.00	\$0.00	\$39.11
4	70	\$34.20	\$9.80	\$6.06	\$0.00	\$50.06
5	80	\$39.08	\$9.80	\$6.06	\$0.00	\$54.94

Notes:

Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%
Step 4 w/lic \$51.75, Step 5 w/lic \$56.53

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.66	\$8.60	\$16.06	\$0.00	\$60.32
	06/01/2021	\$36.58	\$8.60	\$16.06	\$0.00	\$61.24
	12/01/2021	\$37.49	\$8.60	\$16.06	\$0.00	\$62.15
	06/01/2022	\$38.39	\$8.60	\$16.06	\$0.00	\$63.05
	12/01/2022	\$39.24	\$8.60	\$16.06	\$0.00	\$63.90
	06/01/2023	\$40.14	\$8.60	\$16.06	\$0.00	\$64.80
	12/01/2023	\$41.04	\$8.60	\$16.06	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.66	\$8.60	\$16.06	\$0.00	\$60.32
	06/01/2021	\$36.58	\$8.60	\$16.06	\$0.00	\$61.24
	12/01/2021	\$37.49	\$8.60	\$16.06	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 -J.G.MacLellan (Lunenburg)</i>	02/02/2021	\$24.84	\$10.01	\$8.00	\$0.00	\$42.85
	01/01/2022	\$24.84	\$10.37	\$8.00	\$0.00	\$43.21
	02/02/2022	\$25.04	\$10.37	\$8.00	\$0.00	\$43.41
	01/01/2023	\$25.04	\$10.77	\$8.00	\$0.00	\$43.81
	02/02/2023	\$25.29	\$10.77	\$8.00	\$0.00	\$44.06
	01/01/2024	\$25.29	\$11.17	\$0.00	\$0.00	\$36.46
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2021	\$46.60	\$12.28	\$17.15	\$0.00	\$76.03
	08/01/2021	\$48.03	\$12.28	\$17.15	\$0.00	\$77.46
	02/01/2022	\$49.46	\$12.28	\$17.15	\$0.00	\$78.89

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$12.28	\$4.31	\$0.00	\$39.89
2	60	\$27.96	\$12.28	\$17.15	\$0.00	\$57.39
3	65	\$30.29	\$12.28	\$17.15	\$0.00	\$59.72
4	75	\$34.95	\$12.28	\$17.15	\$0.00	\$64.38
5	85	\$39.61	\$12.28	\$17.15	\$0.00	\$69.04

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.02	\$12.28	\$4.31	\$0.00	\$40.61
2	60	\$28.82	\$12.28	\$17.15	\$0.00	\$58.25
3	65	\$31.22	\$12.28	\$17.15	\$0.00	\$60.65
4	75	\$36.02	\$12.28	\$17.15	\$0.00	\$65.45
5	85	\$40.83	\$12.28	\$17.15	\$0.00	\$70.26

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2021	\$46.85	\$12.28	\$17.15	\$0.00	\$76.28
	08/01/2021	\$48.28	\$12.28	\$17.15	\$0.00	\$77.71
	02/01/2022	\$49.71	\$12.28	\$17.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - SHEET METAL WORKER - Local 63
Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.76	\$4.79	\$4.67	\$0.79	\$27.01
2	50	\$18.62	\$5.32	\$5.19	\$0.87	\$30.00
3	55	\$20.48	\$5.85	\$9.33	\$1.07	\$36.73
4	60	\$22.34	\$6.38	\$9.33	\$1.14	\$39.19
5	65	\$24.21	\$6.92	\$9.33	\$1.21	\$41.67
6	70	\$26.07	\$7.45	\$9.33	\$1.29	\$44.14
7	75	\$27.93	\$7.98	\$9.33	\$1.36	\$46.60
8	80	\$29.79	\$8.51	\$16.29	\$1.64	\$56.23
9	85	\$31.65	\$9.04	\$16.29	\$1.71	\$58.69
10	90	\$33.52	\$9.58	\$16.29	\$1.78	\$61.17

Notes:
Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 669	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - SPRINKLER FITTER - Local 669
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.68	\$7.75	\$0.00	\$0.00	\$26.43
2	50	\$20.76	\$7.75	\$0.00	\$0.00	\$28.51
3	55	\$22.83	\$10.02	\$7.25	\$0.00	\$40.10
4	60	\$24.91	\$10.02	\$7.25	\$0.00	\$42.18
5	65	\$26.98	\$10.02	\$7.50	\$0.00	\$44.50
6	70	\$29.06	\$10.02	\$7.50	\$0.00	\$46.58
7	75	\$31.13	\$10.02	\$7.50	\$0.00	\$48.65
8	80	\$33.21	\$10.02	\$7.50	\$0.00	\$50.73
9	85	\$35.28	\$10.02	\$7.50	\$0.00	\$52.80
10	90	\$37.36	\$10.02	\$7.50	\$0.00	\$54.88

Notes:
Apprentice to Journeyworker Ratio:1:1
STEAM BOILER OPERATOR
OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN
OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS
BRICKLAYERS LOCAL 3 - MARBLE & TILE

02/01/2021	\$54.69	\$11.39	\$22.09	\$0.00	\$88.17
08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$11.39	\$22.09	\$0.00	\$60.83
2	60	\$32.81	\$11.39	\$22.09	\$0.00	\$66.29
3	70	\$38.28	\$11.39	\$22.09	\$0.00	\$71.76
4	80	\$43.75	\$11.39	\$22.09	\$0.00	\$77.23
5	90	\$49.22	\$11.39	\$22.09	\$0.00	\$82.70

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$41.30	\$8.60	\$17.47	\$0.00	\$67.37
	06/01/2021	\$42.32	\$8.60	\$17.47	\$0.00	\$68.39
	12/01/2021	\$43.33	\$8.60	\$17.47	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$40.02	\$8.60	\$17.47	\$0.00	\$66.09
	06/01/2021	\$41.04	\$8.60	\$17.47	\$0.00	\$67.11
	12/01/2021	\$42.05	\$8.60	\$17.47	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$52.13	\$8.60	\$17.92	\$0.00	\$78.65
	06/01/2021	\$53.15	\$8.60	\$17.92	\$0.00	\$79.67
	12/01/2021	\$54.16	\$8.60	\$17.92	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$46.20	\$8.60	\$17.92	\$0.00	\$72.72
	06/01/2021	\$47.22	\$8.60	\$17.92	\$0.00	\$73.74
	12/01/2021	\$48.23	\$8.60	\$17.92	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$31.54	\$11.13	\$15.54	\$0.00	\$58.21
	09/05/2021	\$32.86	\$11.57	\$15.72	\$0.00	\$60.15
	09/04/2022	\$34.19	\$12.20	\$15.91	\$0.00	\$62.30

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.77	\$11.13	\$3.94	\$0.00	\$30.84
2	55	\$17.35	\$11.13	\$3.99	\$0.00	\$32.47
3	60	\$18.92	\$11.13	\$15.16	\$0.00	\$45.21
4	65	\$20.50	\$11.13	\$15.21	\$0.00	\$46.84
5	70	\$22.08	\$11.13	\$15.25	\$0.00	\$48.46
6	75	\$23.66	\$11.13	\$15.30	\$0.00	\$50.09
7	80	\$25.23	\$11.13	\$15.35	\$0.00	\$51.71
8	85	\$26.81	\$11.13	\$15.39	\$0.00	\$53.33

Effective Date - 09/05/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.43	\$11.57	\$4.10	\$0.00	\$32.10
2	55	\$18.07	\$11.57	\$4.15	\$0.00	\$33.79
3	60	\$19.72	\$11.57	\$15.32	\$0.00	\$46.61
4	65	\$21.36	\$11.57	\$15.37	\$0.00	\$48.30
5	70	\$23.00	\$11.57	\$15.42	\$0.00	\$49.99
6	75	\$24.65	\$11.57	\$15.47	\$0.00	\$51.69
7	80	\$26.29	\$11.57	\$15.35	\$0.00	\$53.21
8	85	\$27.93	\$11.57	\$15.39	\$0.00	\$54.89

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.